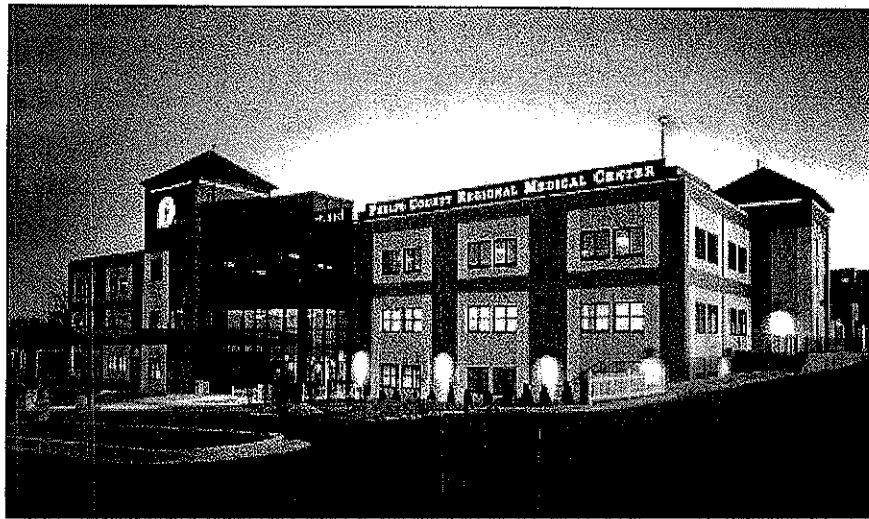


**Phelps County Regional Medical Center**

**Expedited Equipment Replacement Application  
Review for Replacement Equipment Previously Approved  
As Project 2946HS on 07/31/2000**

**Missouri Certificate of Need Program**



**Project Name: Replace and Relocation Inpatient MRI-PCRMC  
Project ID: 4477 HS**



Certificate of Need Program

# EXPEDITED\* EQUIPMENT REPLACEMENT APPLICATION

Applicant's Completeness Checklist and Table of Contents

Project Name: Phelps County Reg. Med. Cntr. \$1,085,472, Replace MRI

Project No.: 4477HS

Project Description: Replacement and Relocation - Inpatient MRI - PCRMC

Done Page N/A Description of CON Rulebook Contents

## Divider I. Application Summary:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> <u>4</u>  | <input checked="" type="checkbox"/> 1. Applicant Identification and Certification (Form MO 580-1861). |
| <input checked="" type="checkbox"/> <u>7</u>  | <input checked="" type="checkbox"/> 2. Representative Registration (Form MO 580-1869).                |
| <input checked="" type="checkbox"/> <u>12</u> | <input checked="" type="checkbox"/> 3. Proposed Project Budget (Form MO 580-1863) and detail sheet.   |

## Divider II. Proposal Description:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> <u>15</u> | <input checked="" type="checkbox"/> 1. Provide a complete detailed project description.                               |
| <input checked="" type="checkbox"/> <u>16</u> | <input checked="" type="checkbox"/> 2. Provide a listing with itemized costs of the medical equipment to be acquired. |
| <input checked="" type="checkbox"/> <u>17</u> | <input checked="" type="checkbox"/> 3. Provide bid quotes for the proposed equipment.                                 |

## Divider III. Community Need Criteria and Standards:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> <u>67</u> | <input checked="" type="checkbox"/> 1. Describe the financial rationale for the proposed replacement equipment. |
| <input checked="" type="checkbox"/> <u>69</u> | <input checked="" type="checkbox"/> 2. Document if the existing equipment has exceeded its useful life.         |
| <input checked="" type="checkbox"/> <u>69</u> | <input checked="" type="checkbox"/> 3. Describe the effect the replacement unit would have on quality of care.  |
| <input checked="" type="checkbox"/> <u>69</u> | <input checked="" type="checkbox"/> 4. Document if the existing equipment is in constant need of repair.        |
| <input checked="" type="checkbox"/> <u>69</u> | <input checked="" type="checkbox"/> 5. Document if the lease on the current equipment has expired.              |
| <input checked="" type="checkbox"/> <u>69</u> | <input checked="" type="checkbox"/> 6. Describe the technological advances provided by the new unit.            |
| <input checked="" type="checkbox"/> <u>70</u> | <input checked="" type="checkbox"/> 7. Describe how patient satisfaction would be improved.                     |
| <input checked="" type="checkbox"/> <u>70</u> | <input checked="" type="checkbox"/> 8. Describe how patient outcomes would be improved.                         |
| <input checked="" type="checkbox"/> <u>70</u> | <input checked="" type="checkbox"/> 9. Describe what impact the new unit would have on utilization.             |
| <input checked="" type="checkbox"/> <u>73</u> | <input checked="" type="checkbox"/> 10. Describe any new capabilities that the new unit would provide.          |
| <input checked="" type="checkbox"/> <u>73</u> | <input checked="" type="checkbox"/> 11. By what percent will this replacement increase patient charges?         |

*(If full review for replacement equipment not previously approved, also complete Divider IV below)*

## Divider IV. Financial Feasibility Review Criteria & Standards:

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/> <u>N/A</u> | <input type="checkbox"/> 1. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available. |
| <input type="checkbox"/> <u>N/A</u> | <input type="checkbox"/> 2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) years beyond project completion.   |
| <input type="checkbox"/> <u>N/A</u> | <input type="checkbox"/> 3. Document how patient charges were derived.   |
| <input type="checkbox"/> <u>N/A</u> | <input type="checkbox"/> 4. Document responsiveness to the needs of the medically indigent.  |

*\* Change "Expedited" to "Full" if equipment to be replaced was not CON approved.*

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Hal Wagher, Chief Compliance Officer.....	9
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# Divider I





## Certificate of Need Program

**APPLICANT IDENTIFICATION AND CERTIFICATION**(must match the **Letter of Intent** for this project, without exception)**1. Project Location** (attach additional pages as necessary to identify multiple project sites.)

Title of Proposed Project Phelps County Regional Medical Center \$1,085,472, Replace MRI	Project Number <b>4477HS</b>
Project Address (Street/City/State/Zip Code) 1000 West Tenth St., Rolla, MO 65401	County Phelps

**2. Applicant Identification** (information must agree with previously submitted Letter of Intent)

**List All Owner(s):** (list corporate entity) Address (Street/City/State/Zip Code) Telephone Number

Phelps County Regional Medical Center	1000 W. 10th St., Rolla, MO 65401	573-458-8899

**List All Operator(s):** (list entity to be licensed or certified) Address (Street/City/State/Zip Code) Telephone Number

Phelps County Regional Medical Center	1000 W. 10th St., Rolla, MO 65401	573-458-8899

**3. Ownership** (Check applicable category)

<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> Individual	<input type="checkbox"/> City	<input type="checkbox"/> District
<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> County	<input type="checkbox"/> Other: _____

**4. Certification:**

In submitting this project application, the applicant understands that:

- (A) The review will be made as to the community need for the proposed beds or equipment in this application;
- (B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within;
- (C) The issuance of a Certificate of Need (CON) by the Committee depends on conformance with its Rules and CON statute;
- (D) A CON shall be subject to forfeiture for failure to incur an expenditure on any approved project six (6) months after the date of issuance, unless obligated or extended by the Committee for an additional six (6) months;
- (E) Notification will be provided to the CON Program staff if and when the project is abandoned; and
- (F) A CON, if issued, may not be transferred, relocated, or modified except with the consent of the Committee.

We certify the information and data in this application as accurate to the best of our knowledge and belief by our representative's signature below:

**5. Authorized Contact Person** (attach a Contact Person Correction Form if different from the Letter of Intent)

Name of Contact Person John Denbo	Title Chief Executive Officer
Telephone Number 573-458-7905	Fax Number 573-458-8490
E-mail Address jdenbo@pcrmc.com	
Signature of Contact Person 	Date of Signature 1/29/10

**County Ownership of  
Phelps County Regional Medical Center**

PHELPS COUNTY, MISSOURI is a county of the third class and a political subdivision duly organized and existing under the laws of the State of Missouri (the "County").

The County owns an acute care hospital and related facilities located in Rolla, Missouri, in Phelps County, known as Phelps County Regional Medical Center (the "Medical Center"), pursuant to Sections 205.160 *et seq.*, inclusive, of the Revised Statutes of Missouri, as amended (the "County Hospital Law"), providing acute care inpatient and outpatient healthcare services for the benefit of the residents of the County and others within the service area of the Medical Center in surrounding counties.

For clarity, Phelps County Regional Medical Center will be the owner of the CT unit specified in this application, as stated in the Letter of Intent (Form MO 580-1860) and the Applicant Identification and Certification (Form MO 580-1861). However, Phelps County Regional Medical Center is not a non-profit corporation, but rather a county owned entity, hence the designation in Section 3: Ownership of the Applicant Identification and Certification (Form MO 580-1861).

**Missouri Revised Statutes Chapter 205  
County Health and Welfare Programs  
Section 205.160**

August 28, 2005

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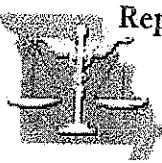
**Establishment and maintenance of hospitals--bonds.**

205.160. The county commissions of the several counties of this state, both within and outside such counties, except in counties of the third or fourth classification (other than the county in which the hospital is located) where there already exists a hospital organized pursuant to chapters 96, 205 or 206, RSMo; provided, however, that this exception shall not prohibit the continuation of existing activities otherwise allowed by law, are hereby authorized, as provided in sections 205.160 to 205.340, to establish, construct, equip, improve, extend, repair and maintain public hospitals and engage in health care activities, and may issue bonds therefore as authorized by the general law governing the incurring of indebtedness by counties.

(L. 1945 p. 983 § 15192, A. 1949 H.B. 2061, A.L. 1996 S.B. 676)

(1952) County hospital established under §§ 205.160 to 205.370 is not a political subdivision of the state so as to give Supreme Court jurisdiction of suit to which it is party. *Stribling v. Jolley*, 362 Mo. 995, 245 S.W.2d 885.





## Certificate of Need Program

## REPRESENTATIVE REGISTRATION

(A registration form must be completed for **each** project represented)

Project Name Phelps County Regional Medical Center \$1,085,472, Replace MRI		Number 4477HS
(Please type or print legibly)		
Name of Representative John Denbo		Title Chief Executive Officer
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Phelps County Regional Medical Center		Telephone Number 573-458-7905
Address (Street/City/State/Zip Code) 1000 West Tenth Street Rolla, MO 65401		
Who's interests are being represented? (If more than one, submit a separate Representative Registration Form for each.)		
Name of Individual/Agency/Corporation/Organization being Represented Phelps County Regional Medical Center		Telephone Number 573-458-8899
Address (Street/City/State/Zip Code) 1000 West Tenth Street Rolla, MO 65401		

Check one. Do you:

- ☒ Support  
☐ Oppose  
☐ Neutral

Relationship to Project:

- ☐ None  
☒ Employee  
☐ Legal Counsel  
☐ Consultant  
☐ Lobbyist  
☐ Other (explain):

Other information:

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in §105.478, RSMo.

Original Signature

Date


January 27, 2010



## Certificate of Need Program

## REPRESENTATIVE REGISTRATION

(A registration form must be completed for **each** project represented)

Project Name Phelps County Regional Medical Center \$1,085,472, Replace MRI		Number 4477HS																				
(Please type or print legibly)																						
Name of Representative Wrenae Shabel		Title Vice President, Chief Clinical Officer																				
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Phelps County Regional Medical Center		Telephone Number 573-458-7904																				
Address (Street/City/State/Zip Code) 1000 West Tenth Street Rolla, MO 65401																						
Who's interests are being represented? (If more than one, submit a separate Representative Registration Form for each.)																						
Name of Individual/Agency/Corporation/Organization being Represented Phelps County Regional Medical Center		Telephone Number 573-458-8899																				
Address (Street/City/State/Zip Code) 1000 West Tenth Street Rolla, MO 65401																						
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Original Signature 		Date January 27, 2010																				

Certificate of Need Program

**REPRESENTATIVE REGISTRATION**

(A registration form must be completed for **each** project represented)

Project Name Phelps County Regional Medical Center \$1,085,472, Replace MRI	Number <b>4477HS</b>
--	-------------------------

(Please type or print legibly)

Name of Representative Hal Wagher	Title Chief Compliance Officer
--------------------------------------	-----------------------------------

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Phelps County Regional Medical Center	Telephone Number 573-458-7612
--	----------------------------------

Address (Street/City/State/Zip Code) 1000 West Tenth Street Rolla, MO 65401
---

Who's interests are being represented?  
(If more than one, submit a separate Representative Registration Form for each.)

Name of Individual/Agency/Corporation/Organization being Represented Phelps County Regional Medical Center	Telephone Number 573-458-8899
---	----------------------------------

Address (Street/City/State/Zip Code) 1000 West Tenth Street Rolla, MO 65401
---

Check one. Do you:

- ☒ Support  
☐ Oppose  
☐ Neutral

Relationship to Project:

- ☐ None  
☒ Employee  
☐ Legal Counsel  
☐ Consultant  
☐ Lobbyist  
☐ Other (explain):

Other information:

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in §105.478, RSMo.

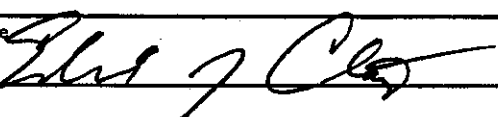
Original Signature <i>Hal Wagher</i>	Date January 27, 2010
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## Certificate of Need Program

## REPRESENTATIVE REGISTRATION

(A registration form must be completed for each project represented)

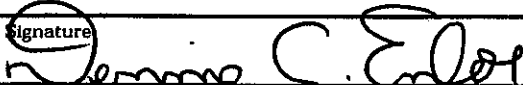
Project Name Phelps County Regional Medical Center \$1,085,472, Replace MRI		Number 4477HS																				
(Please type or print legibly)																						
Name of Representative Edward Clayton	Title Interim Chief Financial Officer																					
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Phelps County Regional Medical Center	Telephone Number 573-458-7919																					
Address (Street/City/State/Zip Code) 1000 West Tenth Street Rolla, MO 65401																						
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Original Signature 		Date January 27, 2010																				



## Certificate of Need Program

## REPRESENTATIVE REGISTRATION

(A registration form must be completed for **each** project represented)

Project Name Phelps County Regional Medical Center \$1,085,472, Replace MRI		Number 4477HS																				
(Please type or print legibly)																						
Name of Representative Dennis C. Enloe		Title Director Of Medical Imaging																				
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Phelps County Regional Medical Center		Telephone Number 573-458-7773																				
Address (Street/City/State/Zip Code) 1000 West Tenth Street Rolla, MO 65401																						
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Original Signature 		Date January 27, 2010																				



## Certificate of Need Program

**PROPOSED PROJECT BUDGET**

<u>Description</u>	<u>Dollars</u>
<b>COSTS:*</b>	
1. New Construction Costs ***	\$0
2. Renovation Costs ***	0
<b>3. Subtotal Construction Costs (#1 plus #2)</b>	<b>\$0</b>
4. Architectural/Engineering Fees	\$0
5. Other Equipment (not in construction contract)	0
6. Major Medical Equipment	979,498
7. Land Acquisition Costs ***	0
8. Consultants' Fees/Legal Fees ***	0
9. Interest During Construction (net of interest earned) ***	0
10. Other Costs ****	105,974
<b>11. Subtotal Non-Construction Costs (sum of #4 through #10)</b>	<b>\$1,085,472</b>
<b>12. Total Project Development Costs (#3 plus #11)</b>	<b>\$1,085,472 **</b>
<b>FINANCING:</b>	
13. Unrestricted Funds	\$1,085,472
14. Bonds	0
15. Loans	0
16. Other Methods (specify)	0
<b>17. Total Project Financing (sum of #13 through #16)</b>	<b>\$1,085,472 **</b>
18. New Construction Total Square Footage	0
19. New Construction Costs Per Square Foot *****	0
20. Renovated Space Total Square Footage	0
21. Renovated Space Costs Per Square Foot *****	0

\* Attach additional page(s) to provide details of how each line item was determined, including all methods and assumptions used.

\*\* These amounts should be the same.

\*\*\* Capitalizable items to be recognized as capital expenditures after project completion.

\*\*\*\* Include as Other Costs the following: other costs of financing; the value of existing lands, buildings and equipment not previously used for health care services, such as a renovated house converted to residential care, determined by original cost, fair market value, or appraised value; or the fair market value of any leased equipment or building, or the cost of beds to be purchased.

\*\*\*\*\* Divide new construction costs by total new construction square footage.

\*\*\*\*\* Divide renovation costs by total renovation square footage.

**Project Budget Detail Sheet**

**Item 1 –New Construction Costs:**

Not applicable.

**Item 2 – Renovation Costs:**

Not applicable

**Item 3 – Subtotal Construction Costs:**

Zero

**Item 4 – Architectural/Engineering Fees:**

Not applicable.

**Item 5 – Other Equipment (not in construction contract):**

Not applicable.

**Item 6 – Major Medical Equipment:**

Our final equipment cost has been quoted as:

MRI Quote - \$979,498

**Item 7 – Land Acquisition Costs:**

Not applicable.

**Item 8 – Consultants' Fees/Legal Fees:**

Not applicable.

**Item 9 – Interest during Construction (net of interest earned):**

Not applicable.

**Item 10 – Other Costs:**

Shielding cost \$105,974.

**Item 11 – Subtotal Non-Construction Costs:**

This amount is \$1,085,472. major medical equipment and shielding.

**Item 12 – Total Project Development Costs:**

The total project development costs are \$1,085,472. This includes the MRI Scanner, accessories, installation and all necessary shielding.

**Item 13 – Unrestricted Funds:**

The total project development costs will be funded by unrestricted hospital funds totaling \$1,085,472.

**Item 14 – Bonds:**

Not applicable. No bonds will be issued, nor will existing bond funds be used to pay for this project.

**Item 15 – Loans:**

Not applicable.

**Item 16 – Other Methods:**

Not applicable. No other funds will be used to pay for this project.

**Item 17 – Total Project Financing:**

This amount is \$1,085,472. The total project costs will be paid with unrestricted funds totaling \$1,085,472.

**Item 18 – New Construction Total Square Footage**

Not applicable

**Item 19 – New Construction Costs Per Square Foot**

Not applicable

**Item 20 – Renovated Space Total Square Footage**

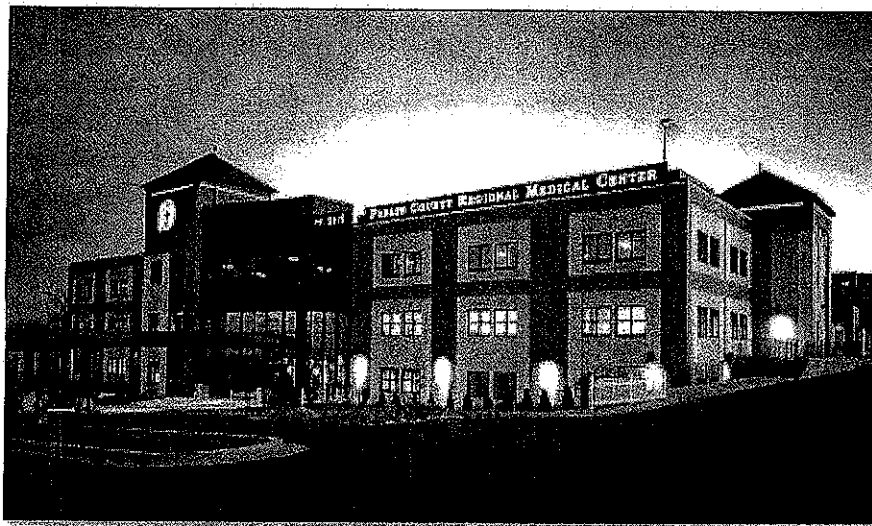
Not applicable.

**Item 21 – Renovated Space Costs per Square Foot**

Not applicable.



# Divider II



## **Divider II: Proposal Description**

### **1. Provide a complete detailed project description with quotes**

This project will replace the current inpatient/emergency department 1.5-tesla MRI scanner with a new Philips 1.5-tesla MRI scanner in our Medical Imaging Department to better serve our community. Improved customer service, increasing demand for MRI imaging services and limitations of the current MRI unit, requires that we replace the current system in order to meet the needs of our patients. The installation of the replacement MRI should be complete during calendar year 2010. The hospital will be trading in the existing 1.5-tesla Philips Intera MRI scanner currently within the medical imaging department to Philips Medical for decommissioning and removal (the value to be determined at time of removal).

The new 1.5-tesla MRI scanner will be located in the Medical Imaging Department, first floor of the main building, providing convenient access for all patients. The location to be utilized is in close proximity to the Emergency Department.

## 2. Provide a listing with itemized costs of the medical equipment to be acquired

Equipment	Quantity	Price
Philips Achieva 1.5T SE	1	\$ 700,373.12
Chiller for 1.0 or 1.5 or 3.0T	1	\$38,400.00
Scantools Pro R2.6	1	\$78,080.00
SENSE Head Neck Coil 1.5T	1	\$19,200.00
1.5T Coil Pack	1	\$67,200.00
1.5T MSK Coil Pack	1	\$51,200.00
Task Chairs	2@\$384.00	\$768.00
Spectris Solaris EP Injector	1	\$35,200.00
Standard patient monitoring precess	1	\$51,200.00
Travel Package for Offsite Education	3@\$1,280.00	\$3,840.00
Rigging Charges	1	\$20,000.00
Display control unit & dual channel	1	\$8156.25
Total		\$1,073,617.37
Discounted Price		\$975,617.37
Observation monitor and camera (added by memo)		\$3,881.08
<b>Total Net Discounted Price</b>		<b>\$979,498.45</b>
Trade-in allowed on quote (actual TBD on date of removal)		\$150,000.00
Price after trade-in allowance		\$825,617.37

**3. Provide bid quotes for the proposed equipment.**

- a. Quote from Philips Medical for MRI scanner.
- b. Quote for shielding costs (estimated based on this quote for similar shielding from 2009 medical office building project).

PHILIPS MEDICAL SYSTEMS N.A.  
22100 Bothell Everett Highway  
P.O. Box 3003  
Bothell, Washington 98041-3003  
Tel: (800) 722-7900

# PHILIPS

<b>Quotation #:</b> 1-JY8Y3X	<b>Rev:</b> 1	<b>Effective From:</b> 17-Dec-08	<b>To:</b> 31-Dec-08
<b>Presented To:</b> PHELPS COUNTY REGIONAL MEDICAL CTR 1000 W 10TH ST ROLLA, MO 65401  Tel:  <b>Alternate Address:</b>		<b>Presented By:</b> Amanda Thomas <i>Account Manager</i>  Greg Neukirch <i>Regional Manager</i>  Tel: (636) 233-4670 Fax: (636) 898-4306  Tel: (866) 705-2424 Fax: (972) 705-2447	
<b>Date Printed:</b> 17-Dec-08			
<b>Buying Group:</b> MEDASSETS SUPPLY CHAIN SYSTEMS INC <b>Contract #:</b> GB Q4 08 MRI Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.			
<b>Submit Orders To:</b> 22100 BOTHELL EVERETT HWY BOTHELL WA 98021 Tel: Fax: (425) 458-0390			

This quotation contains confidential and proprietary information of Philips Medical Systems and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without the prior written consent of Philips Medical Systems.

**IMPORTANT NOTICE:** Health care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

<u>Line #</u>	<u>Product</u>	<u>Qty</u>	<u>Price</u>
1	100315 Achieva 1.5T Systems	1	\$825,617.37
Equipment Total:			\$825,617.37

<u>Product</u>	<u>Qty</u>	<u>Each</u>	<u>Monthly</u>	<u>Price</u>
100315 Achieva 1.5T Systems	1	\$825,617.37		\$825,617.37

Buying Group: MEDASSETS SUPPLY CHAIN SYSTEMS INC

Contract #: GB Q4 08 MRI

**Add'l Terms:**

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

**Payment Terms: 0% Down, 80% Shipment, 20% Due When the Product is Available for First Patient Use, Net due upon receipt**

**System Type:** New  
**Freight Terms:** FOB Destination  
**Warranty Terms:** Part numbers beginning with two (2) asterisks (\*\*) are covered by a System 12 Months Warranty. All other part numbers are third (3rd) party items.  
**Special Notations:** Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date.  
**Additional Terms:** Any rigging costs are the responsibility of the Purchaser.

Line #	Part #	Description	Qty	Each	Price
1	**NNAF668	Achieva 1.5T SE	1	\$700,373.12	\$700,373.12

#### System Overview

Achieva SE is designed to meet the demanding criteria of today's progressive imaging centers: New levels of software automation plus a new modular workspace environment improve operational efficiency and workflow. The latest computing and hardware components ensure cutting edge acquisition speed, resolution and signal to noise. A combination of ScanTools and targeted optional Specialist Packages expand the range of leading clinical procedures available. Achieva delivers it all packaged in an environment to optimizing patient satisfaction. Altogether a powerful system that offers a unique pathway for growth today and expansion tomorrow.

#### The Achieva 1.5T scanner comprises:

- Patient environment
- 1.5T magnet
- High Performance gradient system
- FreeWave RF system
- MR WorkSpace
- ScanTools

#### Patient environment

Achieva is specifically designed to enhance patient comfort and throughput by virtue of a spacious patient aperture that effectively eliminates claustrophobic effects and affords excellent patient access, provided by a combination of the shortest straight bore length in the industry and widely flaring bore. Achieva system's ultra-compact, patient-friendly environment also affords uncompromised large and offset FOV imaging. The High SNR body coil permits large FOV imaging without surface coils, reducing set-up time and facilitating easy run-off studies.

#### Key features include:

##### Aperture:

- Bore diameter: 60 cm (23.6 in.)
- Straight bore length: 60 cm
- Bore flare: 110 cm (43 in.) on both the front and rear of the magnet, enabling equal access to the patient. Additionally, start/stop controls on both ends of the magnet increase operating flexibility.

#### Patient Support:

- Patient support enables patients weighing up to 250 kg (550 lbs) to be comfortably positioned.

Line #	Part #	Description	Qty	Each	Price
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- Patient table height can be lowered to 52 cm (20.4 in.), providing easy access for compromised or non-ambulatory patients.
- Detachable tabletop can be combined with optional trolley for efficient patient management and rapid evacuation.
- Horizontal travel of 215 cm (7.05 ft) with (1.0 mm (0.04 inch) accuracy.
- Table speeds of 20 mm/s to 180 mm/s enable fast, easy patient positioning and rapid multi-station examinations.

#### Patient Accessories:

- Adjustable fresh air supply and variable lighting
- In-bore microphone and ceiling-mounted loudspeakers support two-way patient-operator communication and music.
- Hand-held technologist call button.
- Soft mattress with a headrest, knee support and positioning wedges.
- Patient headset with built-in two-way communication reduces acoustic noise by up to 25 dB.

#### 1.5T magnet

The magnet system of Achieva 1.5T offers high intrinsic homogeneity – typically higher than 0.5 ppm– enabling superb fat suppression via techniques such as SPIR and SPAIR. In addition, Achieva 1.5T system's high homogeneity allows rapid per-patient dynamic shimming for excellent image quality over the entire 53 cm (20.9 in.) field-of-view. The ability to employ large FOVs facilitates run-off studies using as few as three stations, and enables single-acquisition MRA studies encompassing the circle-of-Willis down to the aortic arch. The Achieva 1.5T system's excellent homogeneity also affords easy imaging of off-center anatomy.

- Typical homogeneity of 0.5 ppm VMRS over a 50 cm DSV.
- Superconducting screening coils reduce magnetic field susceptibility caused by moving ferrous objects.
- Lightweight 2900 kg (6393 lbs.) design and compact fringe field footprint of 3.8 m x 2.4 m (12.5 ft x 7.9 ft) facilitate easy siting.
- Typical helium consumption (as low as 0.03 l/hr) extends time between cryogen refills.

#### Pulsar HP+ gradient system

Philips offers the Pulsar High Performance (HP) gradient system, which enables the performance for today's demanding clinical applications. In combination with FreeWave, Pulsar HP delivers exceptional clinical performance in terms of minimum TE/TR. Performance is achieved over the entire 53 cm FOV with an excellent linearity. The gradient system minimizes eddy currents and acoustic noise.

#### Features include:

- Maximum FOV is 53 cm
- Peak amplitude 33 mT/m, slew rate 122 mT/m/ms. All specifications are on axis (x, y and z).
- Linearity of 1.4% over the entire 53 cm FOV with distortion correction.
- State-of-the-art water-cooled gradient amplifier technology combined with a non-resonant coil design, allows flexible generation of any type of gradient waveform 100 % duty cycle.
- SoftTone reduces gradient acoustic noise by up to 30 dB (an 86 % reduction in patient-perceived acoustic noise).



Line #	Part #	Description	Qty	Each	Price
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**FreeWave digital RF system**

Achieva 1.5T is powered by Philips' FreeWave Platform, the first entirely direct digital broadband spectrometer. With a scaleable architecture, outstanding SNR performance and unique 3MHz bandwidth per RF channel, FreeWave is prepared to perform advanced clinical techniques today, and expand for tomorrow.

**RF Receive:**

- 8 RF channels standard
- Direct Digital Sampling at 80 MHz per channel with no analog demodulation.
- 3MHz Bandwidth per channel.
- Simultaneous connection of multiple coils (total of 16 quadrature coil elements).
- Modular expandable architecture

**RF Transmit:**

- 18 kW Solid-state RF power amplifier that affords the energy necessary to image even the large patient.
- RF Smart technology enables SAR to be effectively managed through balanced system design combined with the application of Philips imaging techniques such as SENSE, SPAIR and Flip Angle Sweep.

**Real Time Control:**

- Sub-millisecond TR's and ultra-short TE's provide improved image quality and reduced examination times.
- Real-time imaging control for clinical motion correction, including SnapShot and optional navigator-corrections required for free-breathing cardiac techniques and high-resolution diffusion (i.e., PhaseTrak) with profile updates within 1 ms.
- Real-time control of RF transmission, gradient switching, data acquisition and triggering.

**Standard RF coils:**

- Quadrature Transmit/Receive Body coil
- 17 cm circular Flex coil

**MR operator console:****ExamCards**

ExamCards, a cornerstone of the MR operator console, are complete, pre-set imaging protocols that can be automatically executed with push-button ease. ExamCards contain a structured multi-sequence examination, along with automated post-processing to automatically execute entire patient studies. ExamCards involve minimal user interaction, shorten overall exam time, reduce training requirements, and improve reproducibility of examinations. Users have full freedom to customize ExamCards. NetForum Community allows Philips users to download best-practice ExamCards created by experts worldwide. NetForum Community unites Philips users with Philips and with one another via Internet access to a secure Philips website directly from the MR operator console or from any PC. Netforum also provides access to the latest training seminars, instructions for use and applications tips and guides.

Line #	Part #	Description	Qty	Each	Price
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- Single mouse-click scanner operation.
- Automated scanning.
- Automated post processing.
- Complete patient studies may be defined and stored, including comprehensive user tips.
- Geolinks enable scan geometries to be defined and automatically copied between sequences.
- Sequences and patient location (multi-station studies) may be arbitrarily ordered for optimum acquisition, and data is automatically sorted and viewed correctly.
- Downloadable from NetForum or copied from system to system.

#### SmartExam

SmartExam automates exam planning, scanning and processing – all with a single mouse click. Its software automatically recognizes the anatomy, plans the MR exam, employs ExamCards to conduct the study and then processes the image for 100% reproducibility and consistency. SmartExam:

- Provides consistent, reproducible images
- Delivers uniform image quality, regardless of operator expertise, patient age, patient position or pathology
- Makes better use of technologists' time
- Assures consistency in follow-up exams, improving patient care
- Provides a faster scanning experience for patients

#### Viewing, processing and filming

MR Workspace supports fast and flexible viewing, processing and film generation at each workstation.

- Window width/level, zoom, pan, rotate, mirror.
- Image annotation (text, arrows and lines).
- Image arithmetic (including addition, subtraction, division and multiplication).
- Image measurement (including distance and angle, profile or histogram display and X-Y coordinate calculation).
- Regions of Interest (ROI) statistics (area, volume, mean and standard deviation) from user defined (square, rectangular, circular, elliptical or irregular) shapes.
- Time Intensity analysis of dynamics/phases.
- Volume calculation from contours drawn in adjacent slices.
- Simultaneous visualization of up to four independent series for comparison.
- Cine movie display of up to 24 slices or dynamics/phases
- PicturePlus for user-defined reduction of noise over images in combination with edge enhancement.
- Real-time MIP, MPR and 3D surface rendering (User defined volumes of interest enable elimination of unwanted signals regions).
- Rapid, single mouse click film generation of image series using a range of predefined formats.
- "Pick & place" functionality enables the creation of films containing random image selections.
- Images and movie can be exported to Windows PC formats.

#### Connectivity / Interoperability

The MR Workspace fits seamlessly into local network environments. Communication is via

Line #	Part #	Description	Qty	Each	Price
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DICOM protocols. The system can be configured for safe storage of MR images and other patient data in departmental information systems and PACS. The MR WorkSpace conforms to the new Enhanced (multi-frame) MR DICOM standard, which improves the performance of data transfer of large data sets and fully supports information associated with Diffusion and Spectroscopy.

The system can be configured (per node) to support standard DICOM MR image transfer or DICOM Enhanced MR Image Transfer. If a receiving node does not support DICOM Enhanced MR, standard DICOM MR Images will be transferred.

- DICOM Workflow Management:
  - DICOM Modality Worklist
  - DICOM Modality Performed Procedure Steps
  - DICOM Storage Commitment
- DICOM Send/Receive:
  - DICOM Enhanced MR:
    - Export / Import of DICOM Enhanced MR Images
    - Export / Import of DICOM MR Spectroscopy
    - Export / Import of DICOM Raw
  - DICOM MR:
    - Export / Import of DICOM MR Images
    - Export / Import of Philips Private MR Series Data
    - Export / Import of Philips Private MR Spectrum Data
- DICOM Query / Retrieve of Philips MR data, all the exported image types
- DICOM Print
  - Grayscale Softcopy Presentation State with preset window settings as on the console
  - Basic Grayscale Print
- DICOM Media
  - MR Studies on DVD (Read / Write)
  - MR Studies on MOD (Read) (optional)
- IHE Integration Profiles
  - Scheduled Workflow
  - Patient Information Reconciliation
  - Consistent Presentation of Images
  - Basic Security

Full information on compliance with DICOM standards and available functionality is contained in Philips' DICOM Conformance Statement.

#### Computer System:

Achieva 1.5T system's distributed computing architecture is based on the latest computer and operating system technology. With separate processors for scanning, image reconstruction, viewing and processing, the architecture provides true real-time performance with reconstruction speeds exceeding 1200 images per second.

- 23-inch LCD wide-screen format monitor
- 2.3 GHz Dual Core Intel Xeon processors
- Windows XP OS 64 bits
- 6 GB internal memory
- 72 GB system disk

Line #	Part #	Description	Qty	Each	Price
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- 72 GB main image database disk
- DVD for software loading
- 10BaseT, 100BaseT or 1000BaseT connections.
- Fast reconstruction of demanding imaging techniques (interactive real-time, SENSE, high resolution and high coil channel count).
- More than 1200 images per second (256 x 256 reconstructions)
- 2.3 GHz dual core processor reconstruction
- 8 GB reconstruction memory

#### SmartExam Brain

SmartExam uses Philips-exclusive technology to enable completely automatic planning of head examinations. With SmartExam Brain, all head studies can be consistently reproduced with optimized scan quality independent of patient, positioning and operator.

SmartExam seamlessly integrates with ExamCards, enabling automatic planning, scanning and processing of complete patient studies with a single mouse-click.

SmartExam ensures:

- The patient will spend less time in the system.
- The physician gets reproducible, consistent clinical results independent of operator.
- The operator can focus on managing patient throughput.
- The administrator gets increased efficiency and throughput and the practice becomes easier to staff and train.

#### Standard office table for MR-operator

Features:

- Table surface 160x100 cm
- Adjustable Height

#### DVD-PC

Local media storage option intended for burning and reading DICOM data on medical grade DVD's. This option enables the operator to burn DVD's directly or prepare multiple DVD's for burning later.

Features:

- Includes DICOM viewer on every DVD created
- Create multiple DVD's for exchange with off-line stations
- Burn DVD's independently of other scanner functions.
- 160 GB hard drive
- Dimensions (hwxwd): 10x34x38cm

#### Clinical Education Program for MR Achieva 1.5T Systems

**Essentials OffSite Education:** Philips will provide up to two (2) technologists, as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and work-flow of the magnetic resonance imaging system. This thirty-six (36) hour class is located in

Line #	Part #	Description	Qty	Each	Price
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Cleveland, Ohio, and is scheduled based on your equipment configuration and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. In order to provide trainees with the ability to apply all fundamental functioning on their system, and to achieve maximum effectiveness, this class should be attended no earlier than two weeks prior to system installation, and trainee should have prior knowledge of basic MR theory. CEU credits may be available for each participant that meets the guidelines provided by Philips.

**Handover OnSite Education:** Philips Education Specialists will provide thirty-two (32) hours of education for up to four (4) students, as selected by customer. Students should attend all 32 hours, and must include the two OffSite education attendees. This course does not cover Cardiac or Spectroscopy. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note: Site must be patient-ready, including all inspections approved, all accessory equipment installed and functioning (injectors, hard copy units, film processors and physiologic monitors), and all supplies stocked. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

**FollowUp OnSite Education:** Philips Education Specialists will provide twenty-four (24) hours of Follow-Up Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Customer must have operated the system for at least 30 days. CEU credits may be available for each participant that meets the guidelines provided by Philips.

**PLEASE NOTE for all OnSite Education:** It is recommended to purchase additional training, 16 or 24 hours, for customers purchasing specialist packages and requiring dedicated training for Breast Imaging or BOLD fMRI.

**Advanced OffSite Education:** Philips will provide one (1) technologist, with a series of lectures and hands-on experience introducing the advanced concepts and theory of MRI for Achieva, Intera and Panorama HFOsystems. Philips recommends that the attendee of this course has previously attended the MR Essentials class. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. This course should be attended at least thirty days after OnSite handover training. CEU credits may be available for each participant that meets the guidelines provided by Philips.

**Advanced Cardiac OnSite Education:** Philips Education Specialists will provide twenty-four (24) hours of Advanced Cardiac Education for up to four (4) students, as selected by customer. This training is recommended to be scheduled after the user is proficient on the basic MR system, and covers all Cardiac options on your system. Philips recommends that a minimum of one attendee has attended all previous training entitlements for the MR Achieva 1.5T System.

**PLEASE NOTE:** For all OffSite Education listed above: CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. All OffSite courses will be held in Cleveland, OH. Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801292093 (MR Full Travel Pkg OffSite) is purchased with all OffSite courses. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. OffSite training is scheduled based on your equipment configuration and availability.

Line #	Part #	Description	Qty	Each	Price
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**MR Registry Review:** This self study program consists of twelve (12) comprehensive study modules that are delivered in a handy reference binder. Each module contains thirty to eighty pages of easy-to-follow text, with an abundance of illustrations, images and summaries, written in the language of the clinical technologist. This course is designed to help the technologist prepare to pass the ARRT's post-primary exam in MR, and has been accredited for twenty-six (26) Category A CE credits. Credits are earned by passing a post-test for each study module.

**MR Cross Trainer:** This self study program consists of six (6) comprehensive study modules that are delivered in a convenient reference binder. Each study module contains thirty to sixty pages. The program is designed to acquaint the technologist with important principles, equipment and exams of MR. This course has been accredited for eighteen (18) Category A CE credits, that are earned by passing a post-test for each study module.

**MR Sectional Anatomy & Imaging Strategies:** This self study program consists of six (6) comprehensive study modules that are delivered in an easy to follow book format. Each study module contains thirty-five to seventy pages. The first study module introduces the technologist to the concepts and terms used when working with sectional anatomy imaging modalities. Study modules 2-6 focus on specific regions of the body by identifying key anatomical structures and their physiological significance as well as practical sectional imaging strategies. This course has been accredited for eighteen (18) Category A CE credits, that are earned by passing a post-test for each study module.

All of the above education entitlements expire one (1) year from equipment delivery date.  
Ref# 191094178088196089127128-080415

2	**NNAF296	Chiller for 1.0 or 1.5 or 3.0T Systems	1	\$38,400.00	\$38,400.00
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Chiller hardware with specification in accordance with cooling requirements necessary for selected MR scanner. Installation cost is not included.

3	**NMRA957	SCANTOOLS PRO R2.6	1	\$78,080.00	\$78,080.00
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ScanTools Pro provides dedicated packages of optimized examinations for virtually all clinical applications and body regions including:

- Neuro Pro
- Ortho Pro
- Angio Pro
- Body Pro
- Breast Pro
- Onco Pro
- Cardiac Pro
- Pediatric Pro

Each Pro package consists of application-specific ExamCards, imaging sequences, and acquisition and reconstruction methods that exploit the power of FreeWave, along with the necessary specialized image processing and viewing tools for the MR WorkSpace. ScanTools Pro delivers many advanced capabilities that go beyond everyday clinical routine to provide an extra level of performance for specialized studies.

Key features of ScanTools Pro:

**SAMESCAN:**

SameScan enables fast, easy and precise follow-up in brain studies. Through identification of key

Line #	Part #	Description	Qty	Each	Price
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anatomical landmarks, SameScan allows the exact scanning parameters, slice positioning and geometry of a patient's previous study to be acquired in subsequent examinations.

#### **EXAMCARD PROCESSING**

ExamCard Processing streamlines clinical workflow by fully automating data processing for a number of routine clinical applications. Processing takes place in the background immediately following completion of the acquisition. Includes:

- Diffusion Maps (ADC, eADC and Trace) and Diffusion Registration
- T2\* Perfusion Color Maps (MMT, T0, TTP, NI, Index)
- T1 Perfusion Color Maps (T0, TTP, Wash-In, Wash-Out, Area-under-the-curve)
- Image Algebra (Addition, Subtraction, Division, Multiply, Magnetization Transfer Coefficient Ratio)
- PicturePlus
- ExamCards definitions can be saved to the database along with the acquired images.

#### **MOBIVIEW:**

Enables automatic, single mouse-click composition of data sets from multi-station acquisitions into full FOV images. Applications include Runoff MRA, Complete CNS and Complete Torso. Individual data sets may have different FOV, resolution and geometries. Composite images may be displayed, stored, filmed and exported via DICOM and PC-compatible formats. These images are compatible with viewing, measurement and processing tools, including MIP, MPR and 3D surface rendering. MIPs may be performed around an axis defined in any of the individual data sets.

#### **MOBIFLEX:**

Facilitates and simplifies the setup and acquisition of complex multi-station exams. MobiFlex allows complete multi-station exams to be planned with a single mouse-click. The individual acquisitions may be acquired with different FOVs, resolution, geometries and SENSE acceleration factors. MobiFlex also can be combined with BolusTrak and CENTRA. With MobiFlex, multi-station exams, consisting of different sequence types at each station, the acquisition order can be optimized to minimize total scan time, time between stations and table movement.

#### **SENSE:**

Provides true acceleration in image acquisition with SENSE-compatible coils up to a 16-fold (3D acquisition) acceleration in acquisition speed, independent of resolution and matrix size. SENSE is compatible with the vast majority of imaging techniques including diffusion, in which SENSE reduces the echo train length to increase SNR and reduce susceptibility effects, and dynamic techniques such as TRACS, THRIVE and BLISS.

#### **e-THRIVE:**

e-Thrive is a newly designed method for enhanced dynamic contrast application that results in sharper delineation of vessels and liver parenchyma as well as better tissue contrast.

- T1 W dynamic volumetric excitation
- Linear k-space trajectory with half scan in slice and phase direction

e-THRIVE can be combined with SENSE to enable isotropic high-resolution T1-weighted images with extensive volumetric coverage and uniform fat suppression, in short breath-hold times and in any imaging plane. e-THRIVE is ideal for dynamic liver, small bowel, breast, prostate and pancreas imaging. Isotropic images are excellent for MIP and MPR.

#### **BLISS:**

BLISS is a multi-volume imaging technique that enables the collection of two bilaterally-placed volumes within a single acquisition. Localized shimming is performed for each volume for optimal fat suppression. BLISS is ideal for high-resolution sagittal breast studies, and uses SENSE for rapid scan times.

Line #	Part #	Description	Qty	Each	Price
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**VISTA:**

VISTA provides high-resolution 3D T2 weighted images acquired with a TSE acquisition. Acquisition time and inter-echo spacing are optimized through the applications of flip angle sweep in combination with non-selective refocusing pulses. Images are ideally suited to imaging of the spine, creating multiple orientations through MPR processing.

**SNAPSHOT:**

Snapshot imaging eliminates the effects of patient and physiological motion through the combination rapid TSE sequences with the acceleration of SENSE. Individual Snapshot images can be acquired in any orientation in approximately 250ms to 300ms. Asymmetric TSE makes Snapshot compatible with T1-, T2- and diffusion-weighted imaging.

**MultiVane:**

MultiVane delivers high resolution diagnostic images even in the case of severe patient motion. MultiVane provides motion correction to multi-shot TSE (T1, T2, IR-real, FLAIR) and gradient-echo examinations through the use of radial encoding and selective usage of acquired data lines based on motion criteria. MultiVane can be used in brain examinations of the brain, in addition to other anatomical areas.

**DIFFUSION:**

Single-shot EPI diffusion-weighted (DWI) sequences permit motion-free visualization of isotropic DWI images - with three diffusion directions and up to 16 b-values per scan - and automated creation of Apparent Diffusion Coefficient (ADC) maps.

**HIGH-RESOLUTION DIFFUSION:**

High-resolution Diffusion eliminates the effects of patient and physiological motion through the use of large matrix size multishot sequences with navigator-based motion correction. High-resolution Diffusion is compatible with all multishot sequences, including EPI, GraSE and TSE Diffusion. Applications include brain, brain stem and spine.

**SPAIR:**

A high uniformity fat saturation method making use of adiabatic spectral saturation pulses, ensures insensitivity to RF field inhomogeneities and lowers SAR. SPAIR is ideal for applications such as liver, shoulders, pelvis and hips.

**BOLUSTRAK:**

Enables accurate synchronization of high-resolution CE-MRA acquisitions. BolusTrak uses a real-time fluoroscopic display of bolus arrival in the area of interest and manual start of the target acquisition. BolusTrak in combination with CENTRA minimizes venous contamination and produces optimal arterial vessel contrast and resolution.

**TRACS:**

TRACS (Timing Robust Acquisition using Centra and SENSE) enables accelerated time-resolved contrast-enhanced vascular imaging. TRACS uses SENSE for image acceleration and CENTRA phase-encode ordering for optimized contrast.

**TRANCE:**

TRANCE (Triggered Angio Non Contrast Enhanced) for 3D non contrast enhanced MRA techniques that use cardiac triggering. The cardiac triggering is applied to make use of the varying flow profiles during the cardiac cycle. An automatic subtraction of two triggered scans with different phase will result in visualization of arteries only.

**PROSET WATS and FATS:**

Combines the characteristics of the high-resolution volume acquisitions with ProSet water or fat only selection. Applications include T1-weighted Body and Spine Nerve Root Visualization and Cartilage imaging and MR arthrography in orthopedics.



Line #	Part #	Description	Qty	Each	Price
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**ASYMMETRIC TSE:**

Extended contrast control for TSE acquisitions through optimized mapping of individual echoes into the image. Applications include proton density weighted imaging of joints with higher spatial resolution or faster scan times.

**m-FFE**

m-FFE provides unique image contrast – ranging from 2D or 3D gradient-echo sequences to the combination of echoes. m-FFE is very useful for neuro and musculoskeletal applications.

**REFOCUS CONTROL:**

Uses sophisticated flip angle sweep control in TSE acquisitions to optimize contrast-to-noise and scan time, while at the same time controlling SAR levels.

**DRIVE:**

Enables shorter TRs while maintaining contrast-to-noise and SNR for T2-weighted 2D and 3D TSE acquisitions, resulting in shorter scan times and increased resolution.

**3D TFE:**

3D TFE enables isotropic coverage of the entire head in scan times under 2 minutes, using acceleration factors of up to 16 (4\*4). A single data set can be reformatted into alternate planes both pre- and post-contrast, eliminating the need for additional scans.

**DWIBS:**

DWIBS enables diffusion-weighted contrast to provide unique visualization of regions throughout the body using a single or multi-station background-suppressed diffusion imaging. DWIBS applications are diverse, supporting lesion visualization throughout the torso, and to visualize nerve roots and brachial plexus.

**MOTIONTRAK BODY:**

MotionTrak Body is based on a new implementation of a non-cardiac triggered Real-Time Navigator. It is designed for all Body applications that require synchronization of data acquisition to the respiratory cycle of the patient.

**BLACKBLOOD:**

Features pre-pulses to achieve suppression of the blood signal for optimum myocardial and lumen visualization in cardiac and vascular imaging.

**CLEAR:**

CLEAR provides a unique signal uniformity correction based on coil-sensitivity and on patient loading. CLEAR improves image uniformity, reduces bright fat signal at the surface of coils, and extends the effective coverage of phased array coils.

**PICTUREPLUS:**

PicturePlus is an image enhancement tool that can improve the appearance of images through edge enhancement and smoothing. The operator has control over enhancement parameters, which can be applied automatically post-acquisition or as a post-processing option.

**T2\* PERFUSION:**

Dynamic multi-slice T2\*-weighted sequences based on single- or multi-shot FFE or FFE EPI methods. Processing and calculation of hemodynamic maps are available, including Mean Transit Time (MTT), Time to Peak (TTP), Time of Arrival (TO), Negative Integral (NI) and Index.

**PRESTO:**

PRESTO is an ultra-fast 3D volume sequence that provides a unique combination of whole brain coverage and high temporal-resolution T2\*-weighted imaging for perfusion-weighted and BOLD imaging studies. In combination with SENSE, PRESTO provides higher temporal resolution and coverage compared to traditional multi-slice techniques. This method also affords reduced sensitivity to susceptibility and flow artifacts associated with EPI techniques, enabling imaging throughout the brain and into the skull base.

Line #	Part #	Description	Qty	Each	Price
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**EPI BOLD:**

EPI BOLD provides dynamic multi-slice T2\*-weighted sequences based on single- or multi-shot FFE and SE EPI methods.

**VENOUS BOLD:**

Provides T2\*-weighted 3D sequences compatible with PRESTO and SENSE, allowing high-resolution acquisitions in short scan times. These sequences are useful for evaluating various brain anomalies associated with blood.

**Motion Correction for Neuro**

Automatically accounts for subject motion by continually monitoring subject motion during the acquisition and modifying the geometry parameters in real time. PMC enables avoidance of registration from post-processing while improving overall registration accuracy. Prospective Motion Correction is an algorithm that corrects neuro imaging data against motion encountered during a time series acquisition (BOLD) and Diffusion image registration correct during acquisition potential motion for diffusion imaging. Motion correction for Neuro enables avoidance of registration from post-processing while improving overall registration accuracy.

**VCG Gating:**

VectorCardioGram Gating is a more robust method than regular ECG gating, providing virtually 100 % triggering accuracy. VCG greatly reduces operator setup time and thus overall exam time, even for patients with pathologic ECG patterns. This method provides automatic adjustment to the electrical axis of the patient's heart and to the specific multi-dimensional QRS waveform. Includes a four-lead cable set.

**FLOW:**

Phase contrast (PC) sensitive imaging enables depiction of moving fluid without any background signal that is sensitized in all three directions with variable VENC values. Retrospectively gated 2D multi-phase acquisitions permit evaluation of blood or CSF flow. Retrospectively gated TFE PC enables quantitative measurements in one breath hold. Quantitative flow allows non-invasive measurements of blood flow or CSF flow in three directions, including flow maps for Doppler-like viewing.

**B-FFE/TFE:**

Ultra-fast steady-state 2D and 3D imaging techniques are insensitive to fluid motion, thereby producing exceptional contrast between bright fluids and surrounding tissue. These techniques provide optimal myocardium-to-blood contrast for (functional) cardiac studies. High-resolution isotropic data sets are ideal for MIP and MPR processing to visualize the inner ear, and to produce myelograms in addition to non-contrast enhanced angiograms.

**Clinical Packages:****Neuro Pro**

The Neuro Pro package provides High-quality, high-resolution neuro imaging results, which allows for the assessment of morphology in the brain and spine.

**Features include:**

- ExamCards for head and spine imaging
- SENSE imaging for all Philips SENSE coils allowing faster scan times or improved susceptibility suppression.
- High-resolution acquisitions on the order of 1024 acquisition and reconstruction
- Large FoV Spine studies
- MobiFlex compatible with all sequences to allow for improved Total Spine imaging to be visualized in the MobiView package for seamless single mouse-click Total-spine evaluation.
- Sequences include SE, FFE and EPI based methods
- Fat suppression provided by STIR, SPIR, ProSet and SPAIR methods

Line #	Part #	Description	Qty	Each	Price
		<ul style="list-style-type: none"> <li>3D based sequences for TSE including DRIVE for improved fluid visualization (IAC)</li> <li>Balanced FFE/TFE for high-resolution high contrast (IAC and Spine applications).</li> <li>Single, Dual and Triple IR sequences for evaluation of gray and white matter differentiation</li> <li>VISTA: Isotropic 3D TSE allows volumetric acquisitions that can be reconstructed in any plane (e.g. Brain and Lumbar spine)</li> <li>3D T1-TFE sequences allow volumetric acquisition and reconstruction of the original dataset in any orientation (e.g., Brain gray/white matter differentiation). Can be applied with both full and partial integer SENSE factors in either primary or slice direction to reduce scan times.</li> <li>FLAIR for CSF suppression (TSE and EPI based)</li> <li>Multiple radial projection myelography as well as 2D and 3D sequences.</li> <li>ProSet water and fat excitation for nerve root imaging</li> <li>Snapshot imaging for uncooperative patients</li> <li>MultiVane to correct motion for multi-echo TSE examinations using radial encoding</li> <li>Multi-slice, multi-echo TSE with up to 32 echoes per slice also compatible with GRASE imaging</li> <li>Flip Angle Sweep TSE for reduction of SAR and decrease of MT effects improving gray/white matter contrast in both T2 and FLAIR acquisitions</li> <li>DWI based methods include both single-shot and multi-shot (with PhaseTrak) with automated processing of the ADC maps (for both brain and spine DWI)</li> <li>Advanced motion correction for BOLD and Diffusion imaging</li> <li>T2* based sequences for Perfusion and fMRI sequences including FFE-EPI, SE-EPI and Presto.</li> <li>T2* perfusion analysis for the processing and calculation of color hemodynamic maps, including Mean Transit Time (MTT), Time to Peak (TTP), Time of Arrival (TO), Negative Integral (NI) and Index.</li> </ul>			

**Body Pro**

Body Pro enables fast high-resolution scan methods for Torso imaging.

Features include:

- ExamCards for chest, abdomen and pelvis imaging
- Sequences for both 2D and 3D acquisitions
- Triggered, Multishot BH and free breathing ultra-short TSE sequences are available
- All sequences compatible with SENSE for reduced breath-hold time and CLEAR homogeneity correction for fast high-quality body imaging.
- In and out of phase breathhold FFE and TFE. TFE for fast T1- weighted imaging (using inversion and saturation pre-pulses) can also be combined with free breathing snapshot imaging.
- THRIVE compatible with either SPIR or SPAIR fat suppression, allow for choice between high-resolution and or improved isotropic acquisitions in a single breathhold (can be used for dynamic high-spatial and temporal resolution imaging for Liver and Colonography)
- Keyhole imaging for high temporal dynamic studies.
- Processing and calculation of T1 perfusion color maps (T0, TTP, Wash-In, Wash-Out, Area-under-the-curve)
- ProSet with 3D volume acquisition T1 weighted scans (useful for pancreas and liver breath-hold imaging)
- MRCP/U sequences acquired by SSH, radial SSH and 3D acquisitions allows for high-resolution imaging with or without triggering or Breath hold imaging
- Multi-Echo T2 measurements (up to 32 echoes) for T2mapping.

Line #	Part #	Description	Qty	Each	Price
		<ul style="list-style-type: none"> <li>Free-breathing non-contrast enhanced portal vein imaging with B-TFE</li> <li>High-resolution pelvic imaging with short exam times afforded by SENSE and excellent fat-suppression supplied by SPAIR adjustable fat-suppression technique.</li> <li>VISTA: Isotropic 3D TSE allows volumetric acquisitions that can be reconstructed in any plane (pelvis)</li> </ul>			

**Breast Pro**

Breast Pro enables both high-spatial and/or temporal resolution. Efficient breast imaging via the use of ExamCards Breast Pro offers sequences for both 2D and 3D acquisitions and include:

- ExamCards for breast imaging
- THRIVE and BLISS, which are compatible with either SPIR or SPAIR fat suppression,
- High-resolution T1 and T2 TSE sequences compatible with SENSE for fast high-resolution scanning and CLEAR homogeneity correction.  
Silicone only sequences optimized for breast implants are also provided.
- Processing and calculation of T1 perfusion color maps (T0, TTP, Wash-In, Wash-Out, Area-under-the-curve)

**Ortho Pro**

Ortho Pro provides both high-resolution and fast orthopedic imaging supporting assessment of morphology in the spine and extremities.

Features include:

- ExamCards designed for orthopedic imaging
- Sequences include both 2D and 3D methods with volumetric acquisitions.
- SE, TSE, FFE sequences, with fat-suppression provided by STIR, ProSet, SPIR and adjustable fat-suppressed method of SPAIR. Can be combined with up to 1024 acquisition resolution for improved detection in orthopedic imaging
- SENSE imaging for all Philips SENSE coils allowing faster scan times and CLEAR homogeneity correction.
- DRIVE combined with TSE allows for increased sensitivity to fluids
- Balanced FFE for high-inplane and throughplane evaluation of joint diseases.
- Turbo-STIR for fat-suppressed evaluation of bone bruises.
- TSE sequence with asymmetric profile ordering lets users select TE in a fixed shot length, enabling high-resolution imaging in short scan times. Particularly useful in PDW sequences.
- m-FEE combining echos for all 2D and 3D gradient echo sequences.
- 3D FFE with ProSet for water only selective sequences. Optimizes cartilage and/or fluid imaging with high-resolution in all directions.
- THRIVE for 3D high-resolution fat-suppressed imaging for MR arthrograms
- MobiFlex compatible with all sequences to allow for improved Total Spine imaging to be visualized in the MobiView package for seamless single mouse-click Total-spine evaluation.
- Dynamic imaging sequences for TMJ applications in combination with specific coils allows high-resolution fast imaging scans
- Improved susceptibility reduction sequences implemented to include SENSE, modifications of water-fat shift and manipulable bandwidth for improved imaging in the presence of prosthesis.

**Cardiac Pro**

Cardiac Pro provides high-quality cardiac imaging supporting assessment of cardiac morphology, and functional studies of the heart and surrounding vessels..

Line #	Part #	Description	Qty	Each	Price
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Features include:

- ExamCards designed for cardiac imaging
- VectorCardioGram (VCG) for near-100% triggering accuracy, even for patients with pathologic ECG patterns. Provides automatic adjustment to the actual electrical axis of the patient's heart and to the specific multi-dimensional QRS waveform. Includes a four-lead cable set and Philips' patented vector processing algorithm. High R-peak detection rate results in shorter scan times.
- Black Blood Imaging for optimal myocardial imaging
- ECG-triggered Inversion Recovery (IR): application of single RF inversion pulses with control of inversion times for adjustable contrast, and/or tissue nulling. Compatible with TSE, TFE, and TFE-EPI imaging methods.
- 2D/3D Balanced FFE provide optimal myocardium-to-blood contrast for (functional) cardiac studies.
- All sequences are compatible with cardiac triggering, with SENSE and CLEAR homogeneity correction.
- Single Slice - Multi Phase for functional cardiac studies
- Multi Slice - Multi Phase: adds multi-slice capability to multi-phase (cine) acquisitions.
- Arrhythmia Pro arrhythmia rejection technique. Performs retrospective gating with real-time prospective updating, then rejects and reacquires atopic heart beats in real time for full R-to-R coverage.
- Infill enhances the cine viewing of cardiac studies by reconstructing additional intermediate frames. Used in conjunction with full R-to-R imaging.

#### Angio Pro

For high-quality fast and high-resolution imaging for both non-contrast and contrast vascular exams. Angio Pro features routine procedures built in ExamCards for vascular imaging.

Features include:

- ExamCards designed for angio imaging
- 2D and 3D sequences for Inflow techniques Contrast Enhanced and Phase Contrast Angiography sequences.
- SENSE imaging for all Philips SENSE coils allowing for increased temporal resolution or higher resolution scanning in standard scan times.  
Inflow sequences can be combined with CHARM for uniform signal intensity over large 3D volume acquisitions, TONE for improved contrast and MTC for reduction of fat Signal (peri-orbital fat)
- Inflow and PCA sequences can be combined with ECG and/or VCG triggering for optimal image quality in anatomies with pulsatile flow (popliteal or areas where retrograde flow is an issue).
- 2D/3D Balanced TFE/FFE for fast, high-resolution non-contrast enhanced vascular imaging.
- Quantitative blood and CSF flow sequences utilizing retrospective triggering PCA.
- MultiVenc PCA sequences
- Quantitative flow allows non-invasive measurements of blood flow or CSF flow in three directions, including flow maps for Doppler-like viewing.  
BolusTrak for accurate triggering of bolus arrival in contrast enhanced exams
- 3D high-resolution contrast enhanced imaging with CENTRA to allow increased spatial resolution without venous contamination (e.g., in high resolution CE Arch studies and lower leg station of peripheral run-off studies), CENTRA can also be combined with SENSE for improved arterial vessel delineation in dynamic scans.

Line #	Part #	Description	Qty	Each	Price
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- Keyhole imaging to improve temporal resolution in dynamic studies.
- TRACS to accelerate time-resolved contrast-enhanced vascular imaging with a factor 16.
- MobiFlex feature in combination with multi-station compatible coils to allow for improved peripheral run-off studies through flexible coil selection, scan resolution (both in and thru-plane and automatic table movements, can be combined with the use of single mouse click multi-station viewing (MobiView) for display.

**Onco Pro**

Onco Pro provides high-quality assessment in all anatomical areas for better lesion visualization.

Features include:

- ExamCards designed for oncology imaging
- High gradient linearity allows for improved therapy planning and accurate QBC imaging results
- All Philips phased array coils compatible with CLEAR, SENSE for improved image quality and faster scan times
- Large Field-of-View allows for improved screening
- ExamCards for single-pass multi-station imaging with user-defined contrasts per station, supporting easier characterization of lesions.
- 1024 scan resolution for improved small lesion detection
- 2D and 3D sequences including STIR, IN/OUT of phase imaging, THRIVE and dynamic imaging sequences
- Dynamic scan techniques for monitoring and evaluation allow for contrast uptake kinetic viewing
- DWBS offers body diffusion imaging supporting lesion detection.

**Pediatric Pro**

Pediatric Pro provides fast, patient-friendly imaging of pediatric patients.

Features include:

- ExamCards for pediatric imaging
- SoftTone ensures very fast imaging combined with noise reduction techniques dramatically reducing acoustic noise.
- SENSE imaging for all Philips SENSE coils allowing faster scan times or improved susceptibility suppression.
- Sequences include SE, FFE and EPI based methods
- Fat suppression provided by STIR, SPIR, ProSet and SPAIR methods
- 3D based sequences for TSE including DRIVE for improved fluid visualization (IAC)
- Balanced FFE/TFE for high-resolution high contrast (Fetal, IAC and Spine applications)
- Single, Dual and Triple IR sequences for evaluation of gray and white matter differentiation
- Black blood imaging and 2D/3D B-FFE for optimal assessment of congenital heart disease

**Capabilities:****Setup and Planning:**

ExamCards (Complete automated patient studies including scanning and processing)

PlanScan (Freestyle planning of scan geometries and positions)

SameScan (Planning for follow up based on anatomical landmarks)

FlexPlan (Planning based on selection of three anatomical landmarks)

Line #	Part #	Description	Qty	Each	Price
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Repeat Scan (Repeats any archived study)  
AutoShim (Regional shim volumes)

**Acquisition:**

2D (Single-slice, Multiple single-slice and Multi-slice)  
3D (Single-stack and Multi-stack)  
GeoLinks multistack imaging studies with different geometry / resolution parameters  
Automatically process (subtract) images from multiple stacks and ability to perform multiple phase dynamics at any station  
3D Multi-Chunk (Volume divided into set of contiguous 3D in scans)  
Dynamic (Maximum 1024 phases)  
Single- and Multi-station (Maximum of 4 stations)  
MobiFlex (Multi-station advanced control)  
Manual start (Controlled from the gantry or operator's console)  
Matrix (Maximum 1024)  
Phase matrix (Rectangular FoV, fold over suppression, zero interpolation)  
Field of View

**Anatomical Imaging:**

Spin Echo (Single and multi-echo up to 32 echoes, and asymmetric multi-echo, T2 map generation)  
Inversion Recovery (IR, STIR, FLAIR, Dual IR for fat, fluid and tissue suppression, Magnitude and Real Images)  
2D/3D TSE (Snapshot & MultiShot, Single and Multi-contrast, includes all IR contrast methods above, DRIVE, Asymmetric encoding, Flip angle Sweep)  
2D/3D FFE (with and without RF Spoiling)  
2D/3D Balanced-FFE  
2D/3D TFE (with and without RF Spoiling, T2 Pre-pulse contrast)  
2D/3D Balanced-TFE  
3D THRIVE  
3D BLISS  
3D VISTA  
2D/3D EPI (Single Shot & MultiShot, SE and FFE readout types, FLAIR)  
2D/3D GRASE (Single Shot & MultiShot, FLAIR)  
Mixed Mode (Interleaved IR/SE for T1, T2, PD calculation)  
Turbo factor (maximum 256)  
EPI factor (maximum 255)

**Angiography:**

2D/3D ToF (including Turbo, gating)  
PCA (including Turbo, gating and with variable VENC)  
TONE optimized RF excitation profile  
MOTSA (multi-chunk acquisition)  
CHARM (reconstruction minimizes signal anomalies at borders of chunks)  
MT (magnetization transfer)  
CE-MRA  
BolusTrak  
MobiTrak automated table motion and image subtraction  
CENTRA  
TRACS  
TRANCE

**Diffusion Imaging:**

2D/3D TSE (Snapshot & MultiShot with PhaseTrak motion correction, FLAIR)  
2D/3D EPI: (Single Shot & MultiShot with PhaseTrak motion correction, SE and FE readout,

Line #	Part #	Description	Qty	Each	Price
		FLAIR, DWIBS) 2D/3D GRASE (Single Shot & MultiShot with PhaseTrak motion correction, FLAIR) Single and multiple b-values up to 16 per scan  <b>Perfusion &amp; BOLD imaging:</b> 2D/3D EPI: (Single Shot & MultiShot, SE and FE readout) 2D/3D PRESTO  <b>Cardiac Imaging:</b> Turbo B-FFE/TFE Turbo PCA with variable VENC Breathhold Single-slice multi-phase Multi-slice multi-phase Prospective gating Retrospective gating (with real-time prospective updating) Arrhythmia Pro (arrhythmia rejection technique) InFill (reconstructs intermediate cardiac phases)  <b>Image Acceleration:</b> SENSE (with fractional acceleration control) Keyhole (SE, FFE and TFE) k-Space Shutter (Up to 25% 3D scan time reduction) HalfScan Rectangular FoV Overcontiguous Slices  <b>Prepulses, Saturation and Contrast:</b> Saturation (REST, Shared REST, Positioned freely or parallel or perpendicular to scan plane) Fat Saturation (SPIR, SPAIR) ProSet (Water/Fat Selection) WATS and FATS Black Blood Silicon Magnetization Transfer Contrast (MTC) Flip Angle Sweep  <b>Motion Correction and Control:</b> Gating (VCG, Respiratory, PPU) PhaseTrak FlowComp PEAR (respiratory monitored phase encode ordering) SMART (optimized temporal data collection and averaging order)  <b>Image Optimization:</b> CLEAR PicturePlus			
4	**NMRA992	SENSE Head Neck Coil 1.5T	1	\$19,200.00	\$19,200.00



Line #	Part #	Description	Qty	Each	Price
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The SENSE Head/Neck coil has 3 elements, designed to realize homogeneous signal with coverage up to 430 mm, providing superior visualization of the carotids from the aortic arch to the circle-of-Willis. The SENSE Head-Neck coil combines a quadrature head coil with detachable flexible anterior and posterior coil elements.

Feature:

- Maximum SENSE factor of 3
- Outside coil dimensions 430 x 540 x 800 mm
- Compatible with 4- or 6-channel RF platforms on 1.5T

5	**NMRA995	1.5T Coil Pack	1	\$67,200.00	\$67,200.00
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The SENSE Flex M coil is a general-purpose coil that consists of two flexible elements. This coil enables a wide variety of applications, including shoulder imaging, pediatric (e.g. hip and brain), elbow and hippocampus imaging. In shoulder imaging, the unique coil design allows easy positioning of the arm above the patient's head.

Features:

- Maximum SENSE factor of 2
- Coil element dimensions: 17 cm per element
- Outside coil dimensions 90 x 300 x 650 mm
- Compatible with all RF platforms with 4 or more channels on 1.5T

The SENSE Body coil has 4 coil elements and is optimized to image the organs of the abdomen, pelvis and chest. It provides detailed imaging of the liver and biliary system, spleen, kidneys, pancreas, adrenals, mediastinum, pulmonary and abdominal vasculature and brachial plexus. This flexible design of the coil ensures optimal patient comfort and image quality.

Features:

- Maximum SENSE factor of 4
- Outside coil dimensions 90 x 520 x 480 mm
- Compatible with all RF platforms with 4 or more channels on 1.5T

The SENSE Spine coil has 10 elements for optimum coverage of the cervical, thoracic and lumbar spine. The total length covered is sufficient for patients up to 2 meters in height. The array of elements, which are individually optimized for maximum SNR and penetration depth, provides excellent image quality. The cervical spine segment of the coil is comfortably shaped and enables optimal RF penetration. The patient can easily be positioned on the coil. No patient repositioning between scans is required. This coil can be combined with the SENSE Flex L Coil for total neuro examinations covering head and spine.

Features:

- Maximum SENSE factor of 2
- Outside coil dimensions 130 x 540 x 1130 mm
- Compatible with all RF platforms with 4 or more channels on 1.5T

Line #	Part #	Description	Qty	Each	Price
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A positioning mattress to be used with the SENSE Body coil (1.0T/1.5T). The support enables bilateral MR Mammography using SENSE. Patient positioning is very easy, with patient comfort. The result: fast and reliable mammography examinations.

Features:

- Fast MR Mammography using SENSE
- High patient comfort
- Easy patient positioning

6	**NMRA857	1.5T MSK COIL PACK	1	\$51,200.00	\$51,200.00
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The **Knee/Foot coil** has a - 4 elements - phased array design. The coil is designed for routine imaging of the knee and the foot. The coil consists of different parts: one posterior section, one anterior section for knee imaging and one anterior section for foot imaging, including ankle imaging. The coil is positioned on a baseplate and can be slid in different left/right positions. The coil is easy to operate and provided with positioning accessories for maximum patient comfort during the examination.

Features:

- Inside diameter is 18cm
- Outside coil dimensions
  - Knee part: 260x250x280 mm
  - Foot part: 340x250x280 mm
- Compatible with all RF platforms with 4 or more channels on 1.5T

The **Hand/Wrist coil** has a -4 elements- phased array design. The coil is designed for routine imaging of the hand and the wrist with a large coverage. The size and shape of the coil also enables imaging of small elbows. The coil is easy to operate and provided with positioning accessories for maximum patient comfort during the examination.

Features:

- Inside coil dimensions: 115x85x230 mm
- Outside coil dimensions: 170x480x360 mm
- Compatible with all RF platforms with 4 or more channels on 1.5T

The **SENSE Shoulder coil** has 4 elements to produce uniform signal throughout the shoulder joint with deep penetration into the labrum. The SENSE Shoulder coil can be positioned comfortably around the patient's shoulder while reducing motion artifacts. Two coil sizes will accommodate both small and large patients while maintaining a constant SNR.

Features:

- Maximum SENSE factor of 4
- Outside coil dimensions in 250 x 410 x 360 mm
- Compatible with all RF platforms with 4 or more channels on 1.5T

Line #	Part #	Description	Qty	Each	Price
7	**989801270017	EVERYDAY TASK CHAIR- DARK GREY	2	\$384.00	\$768.00
8	**989801270041	Spectris Solaris EP Injector	1	\$35,200.00	\$35,200.00

The MEDRAD Spectris Solaris EP MR injection system offers Enhanced Performance capabilities designed for use with scanners up to and including 3T with uncompromised ease of use and more flexibility than ever before. The injector delivers precisely timed injections for performing contrast enhanced MR exams to include, MRA, Dynamic and functional procedures with consistent and reproducible results.

**Key features include:**

- 3T compatibility
- Enhance performance battery with increased injections per fully charge battery
- Optional Integrated Continuous Battery Charger (iCBC) increases operator efficiency by not having to change out the battery
- Fiber optic cable enables direct, reliable communication.
- Six user- programmable phases for added programming flexibility
- Hold or Pause phases for programming delay type and time.
- Keep- Vein- Open (KVO)- Function maintains line patency. KVO function operates independently from the injection profile.
- Large 115 ml syringe holds sufficient saline for longer KVO and multiple injections.
- Continuous status display on optimized color touch screen.
- Disposable syringe set SSQK 65/115vs.
- One- year warranty.
- Installation included in purchase of injection system.
- Applications Training included with purchase of injections system.

**Control room unit**

- Dimensions (H x W x D):
- 279 mm x 305 mm x 267 mm •
- (screen in up position)

**Integrated Continues Battery Charger (iCBC)**

- iCBC provides maximize operator flexibility by not having to change battery
- Flexible installation, in-room or out-of-room

**Battery charger**

- Dimensions (H x W x D):
- 40 mm x 77 mm x 129 mm

**Scan room unit**

- Dimensions (H x W): 1327 mm x 489 mm x 546 mm

Line #	Part #	Description	Qty	Each	Price
		<ul style="list-style-type: none"> <li>Volume Syringe A: 0.5 ml to max. syringe volume in 0.1 ml increments between 0.5 and 31 ml, 1 ml increments for 31 ml and above</li> <li>Volume Syringe B: 1 ml to max. syringe volume in 1 ml increments</li> <li>Flow rates: 0.01 to 10 ml/s in 0.01 ml/s increments between 0.01 and 3.1 ml/s, 0.1 ml/s increments for 3.1 ml/s and above</li> <li>Pressure limitation: 325 psi</li> </ul>			
9	**989603116091	Standard patient monitoring Precess	1	\$51,200.00	\$51,200.00

Application area:

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Sedation Critical Care Gating Cardiac MRI Basic Anaesthesia

Product Description:

Precess is developed from the ground up for MRI use. Every component of the monitor is designed to withstand this harsh environment. This quality is represented by Precess's 5,000 Gauss compatibility regardless of parameter configuration.

Precess is the first MRI monitor to debut a smart battery management system. This system displays the battery life for each device, which eliminates problems while increasing patient safety. All devices feature user replaceable batteries, which allow for continuous battery operation.

Wireless ECG and SPO2 feature shorter cables designed to increase throughput. Shorter cables also reduce the risk of cable heating and are less prone to damage. Precess delivers the new standard of MRI patient care.

Precess has advanced Digital Signal Processing to eliminate gradient and high field artifacts. This software-based system allows the unit to evolve as new sequences and MRI systems are developed.

Precess features:

:

Wireless 2.4 GHz Dual Lead ECG. Wireless 2.4 GHz SpO2. Wireless 2.4 GHz Remote Monitor. Non-Invasive Blood Pressure. Low Flow End-Tidal CO2. Cardiac and Peripheral Gating. 5,000 Gauss Compliant, including remote monitor. MRI Compatible Recorder. 3.0 Tesla Compatible. Intuitive Operating System. No Installation Required. Advanced DSP Gradient Removal. Battery Management System for continuous battery operation. Large 12 inch (30.5cm) color display. Hot swappable batteries.

Includes ECG, SpO2, NIBP (Adult & Pediatric), and ETCO2 Starter Kits

Installation, Warranty and Service:

:

On-site installation One (1) day on-site Precess system training One (1) year limited warranty and factory service for hardware

10	**989801292093	Full Travel Package for OffSite Education	3	\$1,280.00	\$3,840.00
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Line #	Part #	Description	Qty	Each	Price
		Includes one (1) participant's airfare from North American customer location to Cleveland, Ohio (except MR Basic which is in Chattanooga, TN) with lodging, ground transportation, and meal expenses. Breakfast/dinner provided by the hotel, and lunch/breaks are catered by Philips. All other expenses will be the responsibility of the attendee. Details are provided during the scheduling process. Note: Cancellation/rescheduling policy strictly enforced. Expires one (1) year from the earlier of equipment delivery date or purchase date.			
11	SP007	Rigging Charges	1	\$20,000.00	\$20,000.00
		Rigging Charge			
12	Third Party Item	Display control unit & dual channel	1	\$8,156.25	\$8,156.25
		Display control unit			
13	SP019	Trade In Allowance	1	-\$150,000.00	-\$150,000.00
		If Customer will be trading-in any equipment (a "Trade-in"), then (1) Customer represents and warrants that Customer has, and shall have when title passes, good and marketable title to such Trade-in, (2) Customer represents and warrants that Customer has the authority to effect such Trade-in.			
		Product:	781104 Intera 1.5T Omni		
		Serial Number:	85023		
		Manufacturer:	PHILIPS MEDICAL SYSTEMS		

10/2/15 Approval / MRI Systems

NET PRICE

\$825,617.37

Buying Group: MEDASSETS SUPPLY CHAIN SYSTEMS INC

Contract #: GB Q4 08 MRI

Add'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Price above does not include any applicable sales taxes.

The preliminary delivery request date for this equipment is: 12-2009

If you do not issue formal purchase orders indicate by initialing here PO 101953

Tax Status:

Taxable \_\_\_\_\_ Tax Exempt ☒

Federal 436004435

If Exempt, please indicate the Exemption Certification Number: STATE 12579840, and attach a copy of the certificate.

Delivery/Installation Address:

Shelby County Regional Medical Center  
1000 W. 10th Street  
Rolla Mo 65401

Invoice Address:

SAME

Contact Phone #:

573-458-7585

Contact Phone #:

573-458-7918

Purchaser approval as quoted:

Shirley Kunkle

Date:

12-18-08

Title:

VP / CFO / COO

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.

## OPTIONS

SELECTION OF ANY OPTION WILL INCREASE THE CONTRACT PRICE BY THE AMOUNT SHOWN IN THE PRICE COLUMN. OPTIONAL EQUIPMENT PRICING VALID ONLY IF PURCHASED IN CONJUNCTION WITH EQUIPMENT QUOTED.

Line #	Part #	Description	Qty	Each	Price	Initial
1	**NMRA334	SMARTEXAM PACK R2.5	1	\$60,800.00	\$60,800.00	_____

SmartExam uses Philips-exclusive technology to enable completely automatic planning of examinations. With SmartExam, studies can be consistently reproduced with optimized scan quality independent of patient, positioning and operator.

This package includes:

- SmartExam Knee
- SmartExam Spine
- SmartExam Shoulder

### SmartExam Knee

With SmartExam Knee, knee studies can be consistently reproduced even with challenging studies (metal implants). The preferred planning for imaging the right knee can be used for the left knee and vice versa.

### SmartExam Shoulder

With SmartExam Shoulder, shoulder studies can be consistently reproduced. The preferred planning for imaging the right shoulder can be used for the left shoulder and vice versa.

### SmartExam Spine

SmartExam Spine provides automated numbering of the vertebrae.

A unique snapping mechanism allows easy definition of the precise levels for transverse stacks. Dragging a stack from one level to another results in stack snapping precisely to the new disc level. These SmartExam Spine features make it easy to use while providing consistent and reproducible MR exams.

SmartExam seamlessly integrates with ExamCards, enabling automatic planning, scanning and processing of complete patient studies with a single mouse-click.

SmartExam ensures:

- The patient will spend less time in the system.
- The physician gets reproducible, consistent clinical results independent of operator.
- The operator can focus on managing patient throughput.
- The administrator gets increased efficiency and throughput and the practice becomes easier to staff and train.

[This item is currently not available for shipment. Information on the delivery of this item to be provided by your local sales representative.]

2	**NMRA700	8ch SENSE head coil 1.5T	1	\$26,240.00	\$26,240.00	_____
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The **SENSE Head Coil** has 8 elements that are ideally suited for complete high-resolution, full coverage brain imaging, including MR angiography, spectroscopy and functional neuro examinations. The crown-shaped design enables clear visualization of the lateral and cortex areas while its open design focuses on patient-friendliness.

Features:

## OPTIONS

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Line #	Part #	Description	Qty	Each	Price	Initial
		<ul style="list-style-type: none"> <li>Maximum SENSE factor of 8</li> <li>Coil is delivered with mirror</li> <li>Outside coil dimensions in 320 x 540 x 630 mm</li> <li>Compatible with an 8- or 16-channel FreeWave platform on 1.5T</li> </ul>				
3	**NMRA710	7CH SENSE BREAST COIL	1	\$44,800.00	\$44,800.00	_____
		<p>The <b>SENSE Breast Coil</b> has 7 elements and allows simultaneous imaging of both breasts. High sensitivity and homogeneity enable high temporal resolution imaging of both breasts with complete coverage – from the nipples to the adjacent axillary thoracic regions. The coil is especially designed to be compatible with 3rd party (Invivo) localization/biopsy devices. These are not included.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>Maximum SENSE factor of 4</li> <li>Head support device with built-in mirror redirects patient vision</li> <li>Outside coil dimensions 250 x 510 x 710 mm</li> <li>Weight: 8.2 kg</li> <li>Compatible with an 8- or 16-channel FreeWave platform on 1.5T</li> </ul>				
4	**NMRA715	SENSE Flex-L coil 1.5T	1	\$19,200.00	\$19,200.00	_____
		<p>The <b>SENSE Flex L coil</b> is a general-purpose coil that consists of two flexible elements. The shape and size of this large flexible coil enable a wide variety of applications including brain imaging, brachial plexus, pediatric chest and pediatric abdominal imaging, pelvis imaging, hip imaging and cardiac imaging. This coil can be combined with the SENSE Spine coil for total neuro examinations covering head and spine.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>Maximum SENSE factor of 2</li> <li>Aperture 17 cm</li> <li>Outside coil dimensions (hwxwd) in mm 90x300x650</li> <li>Compatible with all RF platforms with 4 or more channels on 1.5T</li> </ul>				
5	**NMRA717	SENSE Flex-S coil 1.5T	1	\$19,200.00	\$19,200.00	_____



## OPTIONS

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Line #	Part #	Description	Qty	Each	Price	Initial
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The SENSE Flex S is a general-purpose coil consisting of two flexible elements. The shape and size of this small flexible coil elements enable a wide variety of applications, including the carotid arteries, TMJ joint, orbits, pediatric imaging and imaging of small joints (e.g., elbow, wrist, ankle).  
Features:

- Maximum SENSE factor of 2
- Aperture 8 cm
- Outside coil dimensions 90 x 300 x 650 mm
- Compatible with all RF platforms on 1.5T

6	**NMRA975	SENSE Shoulder 1.5T 8	1	\$30,720.00	\$30,720.00	_____
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The SENSE Shoulder coil 1.5T has 11 elements for use with 8-channel platforms, dedicated to high resolution shoulder imaging. The coil gives uniform signal throughout the shoulder joint with deep penetration into the labrum. The coil consists of a base-plate and an adjustable shoulder cup. The coil's design enables the operator to raise and pivot the cup relevant to the base-plate, ensuring a comfortable fit for different patient sizes.

Features:

- Compatible with a 8-channel or higher RF platform on 1.5T

*Note: this item was not yet available for shipment at the time this catalog version was published. Please contact your sales representative for the latest availability status*

7	**989603203611	Sterile Biopsy Starter Kit 1.5T	1	\$2,080.00	\$2,080.00	_____
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Starter Kit includes:

- 10 Grid Immobilization plates
- 10 Pillar Immobilization Plates
- 10 Needle Block Holders
- 10 Multi-Purpose Needle Hub Assemblies
- 5 12G Needle Blocks
- 8 18G Needle Blocks
- 6 12G Needle Sleeves
- 8 18G Needle Sleeves
- 3 MR/Conventional Fully Automatic Biopsy Kits (12/14G 115mm)
- 2 MR/Conventional Semi-Automatic Biopsy Kits (12/14G 130mm)
- 3 Wire Localization Needles 18G 100mm
- 3 Wire Localization Needles 18G 80 mm
- 1 Cliploc 18G 100mm
- 1 Cliploc 18G 130mm
- 1 Cliploc 18G 150mm

FORMER INVIVO PART NUMBER:8514200

The products and services listed in the quotation are offered by Philips Medical Systems North America Company ("Philips") only under the terms and conditions described below.

**1. Price: Taxes.** The purchase price stated in the quotation does not include applicable sales, excise, use, or other taxes in effect or later levied. Unless Customer provides Philips with an appropriate exemption certificate reasonably in advance of the date the product is available for delivery, Philips shall invoice Customer for those taxes, and Customer shall pay those taxes in accordance with the terms of the invoice.

**2. Cancellation.** Philips' cancellation policies are set forth in the applicable schedule attached to these Terms and Conditions of Sale.

**3. Payment Terms.**

- 3.1 Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will immediately pay such invoice on receipt for each product in accordance with the payment terms set forth in the applicable schedule attached to these Terms and Conditions of Sale:
- 3.2 Orders are subject to Philips' on-going credit review and approval.
- 3.3 Customer shall pay interest on any amount not paid when due at the maximum rate permitted by applicable law. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Philips under any agreement with Customer. In any action initiated to enforce the terms of the quotation following a Customer default, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.

**4. Trade - In.** If Customer will be trading-in any equipment (a "Trade-In"), then

- (i) Customer represents and warrants that Customer has, and shall have when title passes, good and marketable title to such Trade-In;
- (ii) Title to such Trade-In shall pass from Customer to Philips upon Philips making the new equipment available for first patient use. Removal of the Trade-In from Customer's site shall occur no later than the date Philips makes the new product available for first patient use, unless otherwise agreed between Philips and the Customer; and,
- (iii) Notwithstanding anything to the contrary in any Business Associate Addendum, Customer represents and warrants that Customer has removed or de-identified all Protected Health Information from the Trade-In equipment as of the date the equipment is removed.
- (iv) If the condition of the Trade-In is not substantially the same when Philips removes the Trade-In (ordinary wear and tear excepted) as it was when Philips quoted the Trade-In value, then Philips may reduce the price quoted for such Trade-In and
- (v) If Customer delays the removal of the Trade-In, then Philips may reduce the price quoted for such Trade-In.

**5. Leases.** In the event Customer desires to convert the purchase of any product to a lease, Customer will arrange for the lease agreement and all other related documentation to be reviewed and approved by Philips not later than ninety days prior to the date of the availability for delivery of major components of the product. The Customer is responsible for converting the transaction to a lease, and is required to secure the leasing company's approval of all of these Terms and Conditions of Sale. No product will be delivered to the Customer until Philips has received copies of the fully executed lease documents and has approved the same.

**6. Security Interest.** Customer hereby grants to Philips a purchase money security interest in the products until all payments have been made. Customer shall sign any financing statements or other documents necessary to perfect Philips' security interests in the products. Where permitted by applicable law, Customer's signature on the quotation or on a purchase order issued as a result of the quotation gives Philips the right to sign on Customer's behalf and file any financing statement or other documents to perfect Philips' security interest in the product.

**7. Shipment and Risk of Loss.**

- 7.1 The applicable schedule attached to these Terms and Conditions of Sale shall apply for delivery.
- 7.2 Title to any product (excluding software), and the risk of loss or damage to any product shall pass to the Customer F.O.B. destination. Customer shall obtain and pay for insurance covering such risks at destination.

**8. Installation.**

- 8.1 Customer shall provide Philips full and free access to the installation site and suitable and safe space for the storage of the products before installation. The products will be installed during normal working hours. Philips will unpack the product, construct applicable pads (if required for certain products), connect the product to a safety switch or breaker to be installed by the Customer, and calibrate and test the product. Customer shall provide any and all plumbing, carpentry work, conduit, wiring including communications and/or computer wiring, network equipment, power supply, surge suppression and power conditioning (except to the extent they are expressly included in the quotation), fire protection and environmental controls, ground fault and isolation system, and other fixtures and utilities required to properly attach, install, and use the product. If local labor conditions require the use of non-Philips' employees to participate in the installation of the product, then such participation of non-Philips employees shall be at Customer's expense. In such case, Philips will provide engineering supervision during the installation.
- 8.2 Customer shall be responsible, at its expense, for the preparation of the installation site where the product will be installed including any required structural alterations. The site preparation shall be in compliance with all safety, electrical, RF or magnetic shielding and acoustical suppression and building codes relevant to the product and its installation and use. The sufficiency of any installation site plans shall be the responsibility of Customer. Customer shall advise Philips of conditions at or near the site that could adversely affect the installation and shall ensure that those conditions are corrected and that the site is fully prepared and available to Philips before installation work begins. Customer, at its expense, shall obtain all permits and licenses required by federal, state, or local authorities in connection with the installation and operation of the product, including any certificate of need and zoning variances. PHILIPS MAKES NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE SITE IN WHICH THE PRODUCT IS TO BE INSTALLED OR USED.

- 8.3 Customer shall ensure, at no charge to Philips, that there are no obstacles preventing Philips from moving the product from the entrance of the Customer's premises to the installation site. Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work. Philips assumes that no hazardous materials exist at the installation site. If any such materials exist, Customer shall be responsible for the proper removal and disposal of the materials at Customer's expense.
- 8.4 Customer will (i) provide Philips with a secure location at Customer's premises to store one Philips remote services network router (or a Customer-owned router acceptable to Philips at Customer's option) for connection to the Equipment and to Customer's network; and (ii) at all times during the warranty period provide Philips with full and free access to the router and a dedicated broadband Internet access node, including but not limited to public and private interface access, suitable to establish a successful connection to the products through the Philips RSN and Customer's network for Philips' use in remote servicing of the product, remote assistance to personnel that operate the products, updating the products software, transmitting automated status notifications from the product and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips products and services and aggregation into services). Customer's failure to provide such access at the scheduled time will constitute Customer's waiver of the scheduled planned maintenance service and will void support or warranty coverage of product malfunctions until such time as planned maintenance service is completed or RSN access is provided. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the products.

#### 9. Product Warranty.

- 9.1 In addition to the limited warranties stated herein in sections 9.2-9.5, Philips provides a limited product-specific warranty for certain Philips' products sold to Customers. This warranty can be found at: <http://www.healthcare.philips.com/main/terms/medical/warranty>, or can be provided upon request.
- 9.2 Subject to the applicable limited product-specific warranty and except as otherwise stated therein, Philips warrants to Customer that the Philips equipment (including its operating software) will perform in substantial compliance with its performance specifications in the documentation accompanying the products, for a period of 12 months beginning upon availability for first patient use. For a period of ninety (90) days from the date Philips makes Stand-alone Licensed Software available for first patient use, such Stand-alone Licensed Software shall substantially conform to the technical user manual that ships with the Stand-alone Licensed Software. "Stand-alone Licensed Software" shall mean sales of Licensed Software without a contemporaneous purchase of a server for the Licensed Software. In the event Philips is not the installer of the Stand-alone Licensed Software, the foregoing warranty period shall commence upon shipment. If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty days following the date that Philips notifies Customer that the major components of the product are available for delivery, the warranty period begins on the thirty-first day following that date.
- 9.3 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof, or to a refund of a portion of the purchase price paid by the Customer. Any refund will be paid to the Customer when the product is returned to Philips. Warranty service outside of normal working hours (i.e., 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.
- 9.4 This warranty is subject to the following conditions: the product (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips), (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips written instructions and for the purpose for which the products were intended, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product; and Customer is to notify Philips immediately in the event the product at any time fails to meet its printed performance specifications. Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software (except DAT file changes) running in connection with the Licensed Software without prior validation approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network. Philips does not provide a warranty for any third party products furnished to Customer by Philips under the quotation; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described herein and in the applicable product-specific warranty document are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.
- 9.5 THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Philips may use refurbished parts in the manufacture of the products which are subject to the same quality control procedures and warranties as for new products.

**10. Philips Proprietary Service Materials.** Any Philips maintenance or service software and documentation provided with the product and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the products or to assist Philips and its authorized agents to maintain and to service the products under warranty or a separate support agreement with Customer. Customer agrees to restrict access to such software and documentation to Philips' employees and those of Philips' authorized agents only.

#### 11. Patent Infringement Claims.

- 11.1 Philips shall defend or settle any claim against Customer that a Philips product provided in the quotation infringes a valid claim under a United States patent provided that Customer:
  - (i) provides Philips prompt written notice of the claim,

- (ii) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim, and
- (iii) gives Philips sole control of the defense or settlement of the claim.
- 11.2 The provisions of this section shall not apply in the event of any sale or other transfer of the product by Customer.
- 11.3 In the event (a) the product is found or believed by Philips to infringe such a claim, or (b) Customer has been enjoined from using the Philips product pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option, (i) procure the right for Customer to use the product, (ii) replace or modify the product to avoid infringement, or (iii) refund to Customer a portion of the product purchase price upon the return of the original product. Philips shall have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the product by Customer or its agents; use of the product other than in accordance with the product specifications or applicable written product instructions; use of the product with products not manufactured by Philips; if infringement would have been avoided by the use of a current unaltered release of the products and Philips provided Customer written notification that use of such release was mandatory; or use of the products after Philips has offered Customer one of the options described herein. The terms in this section state Philips' entire obligation and liability for claims of infringement, and Customer's sole remedy in the event of a claim of infringement.

**12. Limitation of Liability.** THE TOTAL LIABILITY, IF ANY, OF PHILIPS FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE. THIS LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIP'S NEGLIGENCE OR PROVEN PRODUCT DEFECT.

**13. DISCLAIMER.** IN NO EVENT SHALL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

**14. Confidentiality.** Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers and/or its patients, and the quotation and its terms, including the pricing terms under which Customer has agreed to purchase the products. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by the quotation. The obligation to maintain the confidentiality of such information shall not extend to information in the public domain at the time of disclosure, and/or information that is required to be disclosed by law or by court order.

**15. Compliance with Laws & Privacy.** Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to affirmative action, fair employment practices, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).

In the course of providing project implementation related services and/or warranty services to Customer, hereunder, it may be necessary for Philips to have access to, view and/or download computer files from the products that might contain Personal Data. "Personal Data" shall mean information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (e.g., images, heart monitor data, medical record number) and non-health information (e.g., date of birth, gender). Philips will process Personal Data only to the extent necessary to perform and/or fulfill its project implementation related service, warranty service and/or warranty obligations hereunder.

**16. General Terms.** The following additional terms shall be applicable to the purchase of a product:

- **16.1 Force Majeure.** Each party shall be excused from performing its obligations (except for payment obligation) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.
- **16.2 Bankruptcy.** If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Philips may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Philips shall remain in effect.
- **16.3 Assignment.** Customer may not assign any rights or obligations in connection with the transactions contemplated by the quotation without the prior written consent of Philips, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be of no force or effect.
- **16.4 Export.** Customer shall assume sole responsibility for obtaining any required export authorizations in connection with Customer's export of the products from the country of delivery.
- **16.5 Governing Law.** All transactions contemplated by the quotation shall be governed by the laws of the state where the equipment will be installed, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form.
- **16.6 Entire Agreement.** These Terms and Conditions of Sale, the terms and conditions set forth in the quotation and the applicable Philips' product-specific warranty document constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation. The pricing in the quotation is based upon the terms and conditions in the quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. Customer's additional or different terms

and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and shall not apply to the transactions contemplated by the quotation.

- 16.7 **Headings.** The headings in the quotation are intended for convenience only and shall not be used to interpret the quotation.
- 16.8 **Severability.** If any provision of the quotation is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.
- 16.9 **Notices.** Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth in the quotation.
- 16.10 **Performance.** The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar products or services shall not serve as references in interpreting the terms and conditions of the quotation.
- 16.11 **Obligations.** Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. Customer will not exercise any right of offset in connection with the terms and conditions in the quotation or in connection with any other agreement, contract, or account with Philips.
- 16.12 **Additional Terms.** Schedule 1 is incorporated herein and its additional terms shall apply solely to Customer's purchase of X-Ray, Computed Tomography, Magnetic Resonance, Nuclear Medicine and Ultrasound products.

## **OPERATING SOFTWARE LICENSE**

### **1. License Grant**

- 1.1 Subject to any usage limitations for the Licensed Software set forth on the product description of the quotation, Philips grants to Customer a nonexclusive and non-transferable right and license to use the computer software package (the "Licensed Software") in accordance with the terms of the quotation. The License shall continue for as long as Customer continues to own the product, except that Philips may terminate the License in the event of any breach or default by Customer. Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.
- 1.2 The License does not include any right to use the Licensed Software for purposes other than the operation of the product. Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Otherwise, except as otherwise provided under section 1.6, Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.
- 1.3 The License shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software.
- 1.4 Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software or have access to the Licensed Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose the Licensed Software, or any portion thereof, or permit the Licensed Software, or any portion thereof, to be used by any person or entity other than those entities identified on the quotation. Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and Customer agrees to preserve the confidentiality of information provided by Philips under such third party license agreements.
- 1.5 The Licensed Software shall be used only on the product(s) referenced in the quotation.
- 1.6 Customer may transfer the Licensed Software in connection with sale of the product to a healthcare provider who accepts all of the terms and conditions of this License; provided that Customer is not in breach or default of this License, the Terms and Conditions of Sale, or any payment obligations to Philips.

### **2. Modifications**

- 2.1 If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the products shall become null and void. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.
- 2.2 The Licensed Software is licensed to Customer on the basis that (i) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (ii) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

### **3. Open Source**

- 3.1 Customer's rights under this License are conditioned upon Customer not performing, and Customer shall not perform, any actions in a manner that would require any software furnished with the product, or the product and/or any derivative work thereof, to be licensed under Open License Terms. These actions include but are not limited to:
  - (i) combining such software, the product or a derivative work thereof with Open Source Software by means of incorporation, linking or otherwise; or
  - (ii) distributing such software, the product or a derivative work thereof with Open Source Software; or

- (iii) using Open Source Software to create a derivative work of the product or such software, insofar as these actions would require such software, the product or a derivative work thereof to be licensed under Open License Terms.
- 3.2 As used herein, "Open Source Software" means any software that is licensed under Open License Terms. "Open License Terms" means terms in any license agreement or grant that requires as a condition of use, modification and/or distribution of a work that:
    - (i) source code will be made available, or
    - (ii) permission will be granted for creating derivative works, or
    - (iii) a royalty-free license be granted to any party under any intellectual property right regarding that work and/or any other work that contains, is combined with, requires or is based on that work.
  - 3.3 Customer shall indemnify Philips and its affiliates against and hold Philips and its affiliates harmless from any damage or costs arising from or in connection with any violation or breach of the provisions of this Section 3, and Customer shall reimburse all costs and expenses incurred by Philips and/or its affiliates in defending any claim, demand, suit or proceeding arising from or in connection with such violation or breach.

10/08 Printed in U.S.A.

**Schedule 1****X-Ray, Computed Tomography, Magnetic Resonance, Nuclear Medicine, and Ultrasound products**

**1. Payment Terms.** Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will immediately pay such invoice on receipt, as follows

(a) For X-Ray, Computed Tomography, Magnetic Resonance, and Nuclear Medicine products:

(i) 10% of the purchase price shall be due with Customer's acceptance of the quotation.

(ii) 70% of the purchase price shall be due on delivery of the major components of the product. Product installation will not begin until Customer has paid this portion of the purchase price.

(iii) 20% of the purchase price shall be due when the product is available for first patient use. Available for first patient use means the product has been installed and substantially meets Philips' published specifications. If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty days following the date that Philips notifies Customer that the major components of the product are available for delivery, the unpaid portion of the purchase price shall be due on the thirty-first day following such date.

(b) For Ultrasound products:

100% of the purchase price shall be due thirty days from Philips' invoice date.

**2. Cancellation.** The quotation is subject to change or withdrawal prior to written acceptance by Customer. All purchase orders issued by Customer are subject to acceptance by Philips. If Customer cancels an order prior to product delivery, Customer shall pay the costs incurred by Philips up to the date of cancellation including, but not limited to, the costs to manufacture the product, the costs to provide any training, educational, or other services to Customer in connection with the order, a nominal restocking fee, and the costs to return or cancel any product ordered from a third party on Customer's behalf.

**3. Delivery.**

- 3.1 Philips will use reasonable efforts to ship the product to the Customer by the (i) mutually agreed upon shipment date, or (ii) by the date stated in the quotation, or (iii) as otherwise agreed in writing. Philips will ship the product according to Philips' standard commercial practices. Philips may make partial shipments. Philips will pay shipping costs associated with product shipment. Prior to the shipment of any product, Philips may change the construction or the design of the product without notice to the Customer so long as the function, footprint, and performance of the product are not substantially altered.
- 3.2 If Customer requests a delay in the date major components of the product are available for delivery, then Philips will place the product in storage and the unpaid portion of the purchase price shall be due. Customer will reimburse Philips for all storage fees incurred upon receipt of invoice.

**4. Additional Customer Installation obligations for Magnetic Resonance.** Customer, Customer's contractor, or Customer's architect is required to provide detailed information on the proposed Helium Exhaust Pipe for their MRI system prior to installation to ensure safety specifications are being met.

Required Details include:

- Architectural drawing or sketch with complete dimensions including lengths, bending radii, bending angles, and pipe diameters for entire Helium Exhaust Pipe run from RF enclosure to discharge location.
- Completed Helium Exhaust Pipe Verification Checklist (Provided by Local PHILIPS Project Manager)
- Picture showing the area where the Helium Exhaust Pipe will discharge.

Magnets will not be released for delivery unless and until Helium Exhaust Pipe details are provided for verification and have been confirmed to meet all life safety specifications.

**Dennis Enloe**

---

**From:** Thomas, Amanda [amanda.thomas@philips.com]  
**Sent:** Monday, November 23, 2009 9:20 PM  
**To:** Dennis Enloe  
**Subject:** Please reply "approved"  
**Importance:** High

Dennis,

Sorry for the delay on this. Philips Corporate didn't have this completed until today. You can simply reply "approved" to all three statements and we can process. I presume you will let Vickie know about the changes in POs.

"FOR OUR ACHIEVA ORDER PO # 101953 WE APPROVE ADDING NMRA113 OBSERVATION MONITOR AND NMRA 114 OBSERVATION CAMERA TO OUR ORDER. WE APPROVE INCREASING OUR CONTRACT BY \$3,881.08 TO PAY FOR THESE ITEMS...THUS MAKING OUR NEW PO TOTAL \$829,498.45

FOR OUR ICT SYSTEM, PO # 101955 WE APPROVE DELETING THE COMPUTER TABLE ITEM NCTA131 AND DECREASING OUR PO CONTRACT BY THE \$1490.60 WE PAID FOR THAT TABLE...MAKING OUR NEW PO TOTAL \$1,521,860.40

FOR OUR EASY DIAGNOST ORDER, PO # 101951 WE APPROVE DELETING 12 INCH TV CCD AND ADDING NRFA211 15 INCH TV CCD. THE DIFFERENCE BETWEEN THE ADD AND DELETE IS \$13550 WE APPROVE INCREASING OUR CONTRACT BY THAT AMOUNT MAKING OUR NEW PO TOTAL \$313,001.57"

Thanks,  
Amanda Thomas  
Account Manager  
Philips Healthcare  
Cell: 636-233-4670  
Fax: 636-898-4306

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The information contained in this message may be confidential and legally protected under applicable law. The message is intended solely for the addressee(s). If you are not the intended recipient, you are hereby notified that any use, forwarding, dissemination, or reproduction of this message is strictly prohibited and may be unlawful. If you are not the intended recipient, please contact the sender by return e-mail and destroy all copies of the original message.

2/8/2010



**SOUTH WESTERN REGIONAL OFFICE**17915 E 95<sup>th</sup> St. N • Owasso, OK 74055 • 918 376-2800 • Fax: 918 376-2801Email - [john.stanfield@ets-lindgren.com](mailto:john.stanfield@ets-lindgren.com)

Date: March 5, 2009

Bid Proposal: #45063

Revision: 00

CD Smith Construction  
889 E. Johnson St  
Fond du Lac, WI 54936

Ph: 920 924-2900  
Fax: 920 924-2910  
Cell:  
Email: [jbaker@cdsmith.com](mailto:jbaker@cdsmith.com)

Attention: Mr. Joe Baker

Project:	Location:	Shield type:	MRI system:
PCRMC	Rolla, MO	Copper Modular RF shield w/Remote M36 Silicon Steel	Philips Achieva XR Quasar

Lindgren RF Enclosures, Inc. is in receipt of your request for proposal for the above-mentioned project. This proposal is based solely upon the information detailed below:

- 1) Proteus Group Arch site drawings A100, A500, E100 & E200 project #07-084 dated 08/06/08
- 2) Philips Site drawings project #N-WES080984 D dated 02/12/09
- 3) Magnetic shielding is included per Philips per drawings as listed above.
- 4) Lindgren takes exception to all sections of the specifications that differ from our standard all copper RF shielded enclosure used for MRI applications
- 5) REVISIONS: Rev 0:

**Clarification:**

- The AutoSeal-2 STC29 Pneumatic Door with Logic Control system is offered via Option 1 on page 4.
- The FerroGard™ Ferrous Metal Detection system is offered via Option 13 on page 12.
- Lindgren also offers LED Lights, Ceiling & Wall mount LED Backlit boxes via Option 6 & 7 on Page 6&7.

**Narrative:** The modular shield is self-supporting and independent of the parent room walls. For highest RF attenuation available all RF seams are constructed using a 1-3/4" wide compliant material bolted on 8" centers. The RF ceiling panels are supported either by external or internal wood or steel beams (max room width for use of the beams is 20') or tension rods hung from the parent structure overhead. All interior wall framing and utility items can be attached to the interior surface of the shield. See structural load connection limitations in item 2 of the general exceptions. This system is available with ALL ETS-Lindgren upgrades.

**Assumptions:**

- The area above the RF shield is clear of any obstructions that will hinder the placement of the approved steel support beams.
  - The customer will be responsible to ensure a clear area above and if not remove any item that will interfere with the placement of the support beams.
- That the floor foundation is properly prepared to accept the RF flooring system
  - Completely dry - >3% moisture content
  - Finished flat to the requirements of the magnet manufacturer
  - If the Grout Floor option is selected then the floor surface must be bead blasted clean

**LABOR RATES:** All labor rates provided within this proposal reflect Lindgren's standard open shop hourly rate. There are no provisions for prevailing wage or union scale labor cost. If this project is prevailing wage or union shop then Lindgren reserves the right to adjust our labor costs accordingly to provide for same.

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### SECTION 1 – SCOPE OF WORK

RF Categories for Room 025	Item Description –	Notes & Options
Shield size – nominal	• 18'-0" w x 23'-6" l x 10'-6" h	Modular Copper Shield
Warranty	5 year on shield, 1 year on components – see attachment	
Shield frame fire rating	Pressure treated, ASTM E-84, NER-577 (rating stamp affixed)	
RF floor	• Modular Wood Core RF Floor system	Floor Ht or depression = 1 3/8"
RF door	• MRDS™ STC34 RF Shielded door • 4' x 7' – Out Swing o Standard Door Lock Hardware o Standard laminate	(see option 1 for door upgrades)
RF Window(s)	• Control Room View Window: Std. Aluminum frame o 1 ea. 4' x 6' w/glass both sides	Window sections over 4'x6' will require a vertical or horizontal mullion spacer.
HVAC – wave guides	• Wave guide Air Vents for: • 2 ea 12/12 – Supply Air • 1 ea 12/24 – Return Air • 1 ea 24/24 – Pressure Relief	Per MEP & Philips
Plumbing – wave guides	• 1 each: Med gas panel o 2 each 1/2" & 1 each 3/4" wave guides • 1 each: 1-1/4" Sprinkler Wave guide Pipe • 2 ea – 7" diameter for Patient Air	Per MEP & Philips
RF Electrical Filters – standard issue included in base price	• 1 – 1amp – Fire Alarm (2 wires only) • 0 – 1amp – Thermostat (2 wires only) • 2 – 30amp – DC lights • 1 – 30amp – receptacles • 1 – 30amp – EPO • 0 – 30amp – Exhaust Fan Switches	Per MEP & Philips
RF Electrical Filters – special application	• 0 – 1amp – Nurse call system • 0 – 1amp – Intercom (2 wires only) • 0 – 1amp – digital/analog (2 wires only) • 0 – 30amp – CCD cameras	Per MEP & Philips
Magnet installation kit	• 1 – cryogen exhaust opening • 1 – RF door interlock switch • 1 – Philips penetration panel opening • 1 – Patient couch Anchors & RF trench	
Magnetic shielding	<ul style="list-style-type: none"> <li>Lindgren to supply &amp; install approximately 28,300# of M36 Silicon Steel.</li> <li>Rear, Right &amp; Left Walls: Silicon steel will be mounted to the parent structure at approximately 11'-4" h from finish floor on all walls.</li> <li>GC is to provide adequate wall support (typically 16ga. studs are adequate)</li> <li>Lindgren: will provide plywood or steel bracket supports to attach to the 16 gauge parent wall studs in order to mount the Remote Magnetic steel.</li> <li>Ceiling Silicon Lindgren will provide M36 Silicon that will come as pre-fabricated panels consisting of 4'x4'x 3/4" plywood which will be mounted to the existing building structure.</li> <li>Support Grid - Lindgren will provide unistrut support grid 3 runs per 4' silicon panel running the length of the MRI suite.</li> <li>GC is responsible to verify or provide an adequate connection points to the existing building structure.</li> <li>*Floor Toe Plate Steel: 25 &amp; 9mm Floor toe steel will be placed directly below RF Shield floor.</li> <li>**Sub Floor Steel: 25mm will be shipped to the site ahead of the RF Shield to be placed 1' below grade within the concrete pour.</li> </ul>	<p>Magnetic Shielding Design per Philips Site drawings project #N-WES080984 D dated 02/12/09</p> <p>*An additional 1 1/2" depression in the floor slab in the location of the floor to plate will be required to accommodate the additional steel thickness</p> <p>**Lindgren will send a working supervisor to assist CD Johnson in placement of the Sub Floor steel within the concrete pour.</p>
Special application items	• External steel ceiling support rods.	Free Standing with Hanger Rod connections to parent structure.
Installation services provided	• Yes – factory trained and supervised open shop	
RF testing services provided	• Yes – 2 each: 1) Initial test at installation 2) Final RF test at delivery of the magnet and close up of the shield. RF test report provided	
Return trip to close shields	• Yes	
Freight:	• FOB Origin Pre Paid	
PE stamp & calculations	• No - See option 9	

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**SECTION 2: Pricing and acceptance**

Price table for: **One (1) Copper "Free Standing Modular" RF shield  
w/Remote M36 Silicon Steel Shielding:**

Billable Line Item	Schedule of Values	Taxable	Tax value of the line
Base Bid RF Materials	\$29,844.22	Yes	\$2,685.98
Base Bid RF Labor	\$16,791.25	No	\$0.00
Base Bid Magnetic Materials	\$39,906.01	Yes	\$3,591.54
Base Bid Magnetic Labor	\$14,437.50	No	\$0.00
Base Bid RF Testing Services	\$2,700.25	No	\$0.00
Base Bid Freight	\$2,295.00	No	\$0.00
Engineering Fee / Credit	\$0.00	NA	
OCIP breakout	\$0.00	NA	
<b>Sub Total</b>	<b>\$105,974.23</b>		<b>\$6,277.52</b>
Tax @ 9% if required	\$6,277.52		
Add Performance Payment Bond	\$0.00		
<b>Total Lump Sum Bid</b>	<b>\$112,251.75</b>		

I have reviewed this proposal and I am aware that:

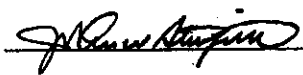
**SALES TAXES - GENERAL CONDITIONS**

- Unless specifically stated otherwise, prices quoted or stated do not include Federal, State, or Municipal sales, use, excise or other taxes measured, in whole or in part, by gross receipts. Any such taxes applicable to the sale, processing, assembling, installing, use of consumption of the goods or materials and/or any services or labor shall be the sole obligation of the customer and will be invoiced to the customer.
- "Customer agrees that applicable sales taxes will be those in effect within the pertinent jurisdiction at the time of invoicing by Lindgren RF Enclosures, Inc."
- Any applicable exemptions to the above stated taxes should be made available to Lindgren RF Enclosures, Inc. prior to invoicing or sales tax will be charged to the state of destination. Any sales tax exemption certificates must correlate with the state of destination.
- Options are listed in section 3 of this proposal. When required you must add sales tax for the total amount of the selected options.
- THE GENERAL TERMS AND CONDITIONS SHOWN ON THE ATTACHED SHEETS  
"T&C-2001" AND "W-2001-5" ARE INCORPORATED HEREIN AND MADE A PART OF THIS QUOTATION.

**ACCEPTED**

Buyers acceptance of this proposal, whether written or oral, constitutes acknowledgement of the product descriptions, quantities and terms/conditions contained herein.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

John W. Stanfield:   
Southwest Regional Sales Manager - Medical Products

When entering into an agreement to purchase please use the following address to remit all invoiced amounts. Please note the invoice number on all checks.

Remit Payment to:  
Lindgren RF Enclosures  
P.O. Box 841146  
Kansas City, MO 64184-1146

Wire Transfer funds to:  
Payee: Lindgren RF Enclosures Inc.  
Bank Name: Commerce Bank  
1000 Walnut Kansas City Mo. 64105  
Account Number: 208012547  
Routing Number: 101000019

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**Payment terms, delivery information, warranty, other.**

**WARRANTY:** See attachment

**PAYMENT TERMS:**

20% with placement of the order for the custom designed shielding system  
80% - net 30

**DELIVERY:** 4 - 6 weeks after receipt of customer approved drawings.

Typical design/delivery/installation cycle (actual time line is project dependant)					
Event	Engineering	Customer approval	Manufacturing	Delivery	Installation
Days (working)	7-10	5 - 10	20-25	5	18 Days

**PRICE VALIDATION:**

- Radio frequency shields without magnetic shielding: Valid for a period of 60 days from the date of this proposal.
- Magnetic shields or radio frequency shields with magnetic shielding: Valid for a period of 30 days from the date of this proposal.

**NOTE:** No material manufacturing, partial shipments, nor any installation or scheduling services will commence until such time that Lindgren receives a properly executed contract, purchase order, or signature affixed to this proposal.

**SECTION 3: AVAILABLE OPTIONAL EQUIPMENT, SERVICES, AND ENHANCEMENTS**

The following optional items are designed to offer RF and magnetic shield enhancements to the customer over that of most other typical industry standard MRI shielding systems. NONE OF THE FOLLOWING OPTIONS ARE REQUIRED TO MEET THE BASIC REQUIREMENTS OF THE PROJECT AND ARE NOT MADE PART OF THE QUOTED PRICE UNLESS OTHERWISE NOTED. (Note: options/valued engineered items must be selected prior to the manufacture of the RF shield. Additional cost may be incurred if selected after this time). Note: Sale tax - calculate sales tax on the full amount of the option price.

OPTIONS: 1 - 14	
OPTION 1: RF door upgrade	OPTION 9: Provide state PE stamp
OPTION 2: RF floor upgrade	OPTION 10: RF electrical filters
OPTION 3: Clearshield™ RF windows	OPTION 11: Union labor
OPTION 4: Acoustic damping kit	OPTION 12: Magnetic Active Comp Sys.
OPTION 5: AC/DC Lighting Controller	OPTION 13: FMDS
OPTION 6: LED Light boxes	OPTION 14: Video / Audio System
OPTION 7: Interior furring studs	OPTION 15:
OPTION 8: Add plywood to walls	

- 1) **RF door upgrades:** The base price includes the selected RF door detailed within the scope of work. ETS-Lindgren offers a number of RF door upgrades. Our MRDS RF door uses mechanical spring finger RF contacts. The MRDS door line is available with a number of optional items and in enhanced STC ratings. Our Auto Seal™ RF door uses a fully automatic RF sealing mechanism instead of the mechanical spring finger RF contacts. The Auto Seal™ system offers superior attenuation performance and efficient user interface. The Auto Seal™ system requires customer furnished 120vac power for both the door and its associated compressor. [Note: Prices quoted are for EACH door selected.]

Option 1: All option prices assume that a standard MRDS door was proposed in the base bid.

**MRDS door options:**

MRDS STC34 door assembly:

Included In Base Price

Add MRDS Magna lock safety locking system with programmable keypad:

Add: \$4,200.00

Accepted: \_\_\_\_\_

**Auto Seal™ door options:**

Add Auto-Seal-II STC29 door assembly:

Add: \$7,200.00

Accepted: \_\_\_\_\_

Add Auto-Seal-II STC40 door assembly:

Add: \$8,500.00

Accepted: \_\_\_\_\_

Add Auto-Seal-II STC31 20min fire rated door assembly (available as an IN SWING assembly only):

Add: \$10,950.00

Accepted: \_\_\_\_\_

Add Auto-Seal-II door assembly Door-Gard™ cipher security system:

Note: To interface a Customer Card Reader, fire alarm, oxygen monitor or other alarm devices to the Auto Seal-II door the Door-Gard™ option must be selected.

Add: \$2,750.00

Accepted: \_\_\_\_\_

Manual Hydraulic door closure device:

Add: \$950.00

Accepted: \_\_\_\_\_

Full Automatic door opener/closure device:

Add: \$6,500.00

Accepted: \_\_\_\_\_

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2) **RF floor upgrade:** Replace proposed non-waterproof, modular, wood core, compression clamp, RF floor with Lindgren's patented copper, epoxy/grout, water resistant, INPLACE® RF floor system. The INPLACE® floor system is epoxy bonded directly to the parent structural slab. All copper seams are welded. Under layment has self-leveling properties but is not intended to correct parent floor levelness, and is ready for customer furnished tile goods. Slab surface must be clean down to the bare surface. Provide medium broom finish to concrete. Do not apply any concrete sealer. Structural slab must not contain any hydrostatic water pressure. See attached RF floor brochure. [Note: price quoted is for each floor selected]

For Option 2 - ADD to the total price:

N/A this project due to thickness of floor toe plate.

3) **Provide exterior RF shielded window units or sky light assembly:** Provide high visibility, RF shielded window(s) to match exterior wall windows. All windows to use high optical quality 304 stainless steel wire cloth in lieu of industry standard low optical quality copper or bronze screen. Exterior RF window assemblies are sold with interior surface safety glass only. [Note: LRFE will provide glass cut details if the customer elects to provide and install the require glass] \$N/C = No Charge included in total price. (Control room RF window included in base price)

For option 3 -

\*Upgrade Exterior Window to Clearshield™ Aluminum Frame assembly:

Add to the total Price N/A

\*\*Aluminum frame Window assembly: Included in base price for View Window

\*Center mullion/mutton width is 3". Does not require finishes by general contractor.

\*\*Center mullion/mutton width is 7-1/2" Requires finishes by general contractor.

4) **Add acoustic damping kit to RF shield wall and ceiling panel assemblies:** Increase the acoustic contribution of the RF shield to that of the MRI room construction methods. The interior and exterior finished walls of the building provide the majority of the acoustic damping. The RF shield with one of the acoustic kits shown below will add to the overall STC rating of the MR rooms walls and ceiling areas. Contact Lindgren or your architect for additional information concerning the design and installation of acoustic construction methods. [Note: price quoted is for each room selected]

For Option 4 - 8# Mineral wool RF panel kit:

Acoustic performance ASTM C423 frequency co-efficient @ 500 - 1000hz = 1.06:

ADD to the total price: \$2,800.00

Accepted: \_\_\_\_\_

5) **Provide optional Modular MRI Lighting Controller (MLC-II):** Lindgren's optional Modular AC - DC Lighting Controller (MLC-II) can provide either non-dimming DC or full range AC or DC dimming capabilities for each independent lighting circuit in a low cost modular design. The output voltage is pure DC with <3% voltage ripple. This new design is complete with soft-start technology and a unique, front end, 5us transient suppressor to protect the rectifier from power line spikes. The MLC-II is completely compatible with all RF suppression filters. The MLC-II uses low cost, single-phase power available directly from the buildings lighting panel board. For dimming AC or DC systems, a variable sinusoidal output is used that ensures safety grounds that are clean of electrical noise, avoids eddy currents and ground loops that can be detrimental to MR image quality. The MLC-II can be configured for any number of dimmable or non-dimmable AC or DC circuits. The unique, modular design, of the MLC-II provides the customer the ability to purchase only the components that are necessary for your installation. (Note: maximum connected load per circuit all configurations -- 1450watts) (Exceeds GE, Siemens, Philips, and Toshiba's DC lighting requirements)

For Option 5 - ADD to the total price:					
Qty	For DC systems	Price each	Qty	For AC systems	
	Each non-dimming DC circuit	\$2,657.00		Each non-dimming AC circuit	No charge
	Each dimming DC Circuit	\$3,860.00		Each dimming AC Circuit	\$2,661.00
	Two non-dimming DC Circuits	\$4,650.00		Two dimming AC Circuits	\$3,956.80
	Two dimming DC Circuits	\$6,756.00			
	One dimming/One non-dimming DC Circuits	\$5,703.00		Other AC configurations available:	
	Multi Circuit option -- used to split the output of one MLC-II system into two or three independent circuits	2x - \$1,103.00 3x - \$956.00		call for pricing	
	Other DC configurations available -- call for pricing			Mark quantity required in "Qty" column initial under "Accepted"	Accepted

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**8) Add Ceiling or Wall Mounted GPI RF Illuminated Display System:** The latest in lighting technology – Lindgren GPI – graphic panel illuminators for MRI suite applications. Lindgren GPI's use high quality, long-life LED's (Light Emitting Diodes) to illuminate your patient comfort images and are proven to be superior to all other forms of light boxes currently used in MRI suites today. LED's eliminate high maintenance cost issues, providing an average life expectancy of 100,000 hours, and will not interfere with MR imaging. This new, in room, lighting system is designed for ceiling grid and wall mounted presentations or artificial windows and/or skylights. **Note:** Mural transparencies are purchased separately by the customer and are not made part of this option. ETS-Lindgren carries a limited number of murals at special pricing. Contact your sales representative for availability. Or you may view other available imagery at: [Photos for Healing @ www.photosforhealing.com](http://www.photosforhealing.com), [Kestner Design Associates @www.kestnerdesign.com](http://www.kestnerdesign.com), [Impression of Light @ www.impressionsoflight.com](http://www.impressionsoflight.com), or a supplier of the customer's choosing. \*Requires: Customer supplied switched 120 VAC power; \*\*This is a customer-installed item.

<b>Specifications: Ceiling Mounted GPI</b>	<b>Listing: UL48</b>
<b>Panel Size:</b> As listed x 6" Deep	<b>Power Cabling:</b> Included – Plug and Play
<b>Construction:</b> All aluminum, MRI-compatible	<b>Facility RF Filter:</b> 1 each included
<b>Illumination:</b> Multiple 1-Watt LED's, white @6300k	<b>Dimmer:</b> Not available
<b>*DC Power Supplies:</b> 48vdc - Included	<b>**Application/Mounting:</b> Drop into standard lay-in acoustical ceiling grid, recessed
<b>Other:</b> Modified plug and play J-box, fuse holder, 2A fuses & cable glands provided as required.	

Size each panel: 2' x 2' - 16									
Area: L x W	GPI Qty	P/N	List Price	<input type="checkbox"/> to select	Area: L x W	GPI Qty	P/N	List Price	<input type="checkbox"/> to select
2 x 2	1	GS12201-302	\$1,386.20		6 x 6	9	GS12209-103	\$6,290.40	
2 x 4	2	GS12202-301	\$1,933.60		6 x 8	12	GS12212-104	\$8,043.20	
4 x 4	4	GS12204-302	\$3,230.00		8 x 8	16	GS12216-106	\$10,398.80	
4 x 6	6	GS12206-102	\$4,343.00						
4 x 8	8	GS12208-103	\$5,713.60						
Size each panel: 2' x 4' - 32					Size each panel: 4' x 4' - 64				
2 x 4	1	GS12401-301	\$2,082.00		4 x 4	1	GS14401-302	\$3,473.60	
4 x 4	2	GS12402-302	\$3,449.80		4 x 8	2	GS14402-103	\$5,923.60	
4 x 6	3	GS12403-102	\$4,658.00		8 x 8	4	GS14404-106	\$10,850.20	
4 x 8	4	GS12404-103	\$5,888.60						
6 x 8	6	GS12406-104	\$8,139.80						
Size each panel: 3' x 4' - 48					Total Option Price:				
3 x 4	1	GS13401-301	\$2,849.20		Add selected price				
4 x 6	2	GS13402-302	\$4,634.20		Add sales tax				
6 x 8	4	GS13404-104	\$8,278.40		Total add				
					Freight is pre-paid and add				

<b>Specifications: Wall Mounted GPI</b>	<b>Listing: UL48</b>
<b>Panel Size:</b> As listed x 2.5" Deep	<b>Power Cabling:</b> Included – Plug and Play
<b>Construction:</b> All aluminum, MRI-compatible	<b>Facility RF Filter:</b> 1 each included
<b>Illumination:</b> Multiple 1-Watt LED's, white @6300k	<b>Dimmer:</b> Not available
<b>*DC Power Supplies:</b> 48vdc - Included	<b>**Application/Mounting:</b> Hangs directly on wall surface
<b>Other:</b> Modified plug and play J-box, fuse holder, 2A fuses & cable glands provided as required.	

Size each panel: Single unit									
Area: L x W	GPI Qty	P/N	List Price	<input type="checkbox"/> to select	Area: L x W	GPI Qty	P/N	List Price	<input type="checkbox"/> to select
2 x 2	1	GW12021	\$1,833.00		4 x 8	1	GW14081	\$5,529.00	
3 x 2	1	GW13021	\$2,230.00		4 x 9	1	GW14091	\$5,722.00	
3 x 5	1	GW13051	\$2,957.00		4 x 10	1	GW14101	\$5,988.00	
4 x 4	1	GW14041	\$2,963.00		4 x 12	1	GW14121	\$6,079.00	
4 x 6	1	GW14061	\$4,077.00						
					Total Option Price:				
					Add selected price				
					Add sales tax				
					Total add				
					Freight is pre-paid and add				

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**6A) Lindgren LED room down lights:** This high performance vertical light emitting diode (LED) down light is designed for use in magnetic resonance imaging environments. Exceptional LED life and reliability provide a maintenance-free lighting system.

<b>Specifications:</b> Interior vertical can light	<b>Listing:</b> UL48
<b>Lamp Size:</b> 14.5" L X 9.4" H x 8.63" W	<b>Power Cabling:</b> Included - Plug and Play
<b>Construction:</b> All aluminum, MRI-compatible	<b>Facility RF Filter:</b> N/A
<b>Illumination:</b> Multiple 1-Watt LED's, white @3200°k	<b>Dimmer:</b> Optional
<b>*DC Power Supplies:</b> 48vdc - Included	<b>**Application/Mounting:</b> Suspension ceiling
<b>Light output:</b> 760 lumens (75 watt equivalent)	<b>Weight:</b> 4.5lbs
<b>Other:</b> Modified plug and play J-box, fuse holder, 2A fuses & cable glands provided as required.	

**For Option 6A - Lindgren LED room down light**

**For each lamp unit:**

ADD to the total price: \$931.00

Number of units: \_\_\_\_\_

Accepted: \_\_\_\_\_

**For each circuit dimmer:**

ADD to the total price: \$636.00

Number of units: \_\_\_\_\_

Accepted: \_\_\_\_\_

**Note:** A special 4 wire RF filter is required for each dimmer located OUTSIDE of the MRI room, add \$565.00 each filter.

Number of units: \_\_\_\_\_

Accepted: \_\_\_\_\_

**7) Addition of interior furring studs for the attachment of room finishes:**

Lindgren to provide and install fire treated wood furring studs for the attachment of interior sheet rock. This item is easily provided and installed by the General Contractor. Attachment points for the furring studs are provided by Lindgren and are part of the base bid. All interior finishes by the General Contractor. [Note: price quoted is for each room selected]

For Option 7 - ADD to the total price:

\$2,800.00

Accepted: \_\_\_\_\_

**8) Add 1/4" plywood for Magnetic Shielding Mounting:** Required for the Magnetic shield only, not required for the modular shield - Should the customer wish that ETS-Lindgren furnish and install the required plywood please select either CDX or fire rated 1/4" plywood option:

**For Option 8 - ADD to the total price:**

- For CDX plywood: N/A
- For Fire Rated plywood: N/A

**9) Provide state PE stamp:** The base price does not include state of installation PE stamp. The customer's engineer of record typically reviews project drawings. Customer may purchase the PE stamp and calculations directly from Lindgren, or contract directly with our engineer (Smith & Huston Consulting Engineers, Mr. Ted Smith, CA Structural PE Lic. # S3326 @ 1-206-448-8448), or employ a local engineer.

**For Option 9 - ADD to the total price:**

PE stamp from Lindgren: \$160.00/engineering hour

Accepted: \_\_\_\_\_

PE stamp from engineer directly: \$130.00/engineering hour

Accepted: \_\_\_\_\_

**10) Add additional RF electrical filters:**

The base bid price includes a standard package of electrical RF filters. The filters listed in the table can be used for either AC or DC lights, 120vac loads or other control services. Should the site require additional RF electrical filters please select from the list below and add to the total price:

Type filter	Price each	Typical use
1 amp - 2 line	\$531.00	Fire alarm, thermostats
5 amp - 2 line (not UL rated)	\$284.00	ERD, spare
10 amp - 2 line	\$525.00	ERD, spare
30 amp - 2 line	\$564.00	Lighting, receptacles
Ethernet CAT5e/6 filter	\$1,900.00	Voice/data/nurse call/code blue

**11) Union Labor:** N/A

**12) Magnetic Active Compensation System (MACS):** - Call for Pricing

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**13) Add Ferromagnetic Detection System:** The latest in Ferromagnetic Detection technology -- Ferroguard™ offers unparalleled screening of equipment and personnel prior to entry within your MRI Suite. Ferroguard has been designed with portability and siting flexibility in mind, allowing for easy incorporation into your existing safety protocol. Ferroguard™ possesses battery backup to ensure that your level of facility safety is not comprised under extreme circumstances. In addition, sensitivity levels can be adjusted to accommodate the specific level of protection incorporated in a facilities safety protocols. Unlike conventional metal detectors, Ferroguard™ discriminates between ferrous and non-ferrous materials, mitigating false positive alarms that compromise the effectiveness of the system. Ferroguard™'s free standing design removes user error issues associated with similar hand held versions of this technology. Includes one set of paired sensing posts, siting, installation, training and calibration. For additional information, please visit:

\*Requies: Customer supplied (2) 110V electrical outlets switched 120 VAC power; \*

ADD to the total price:	\$26,000.00	Accepted: _____
Includes Visual Beacon accessory		

**14) MRI Video/Audio System:** The ETS-Lindgren MRI Video/Audio System is a bidirectional video, audio converter that combines two features into one system.

- Feature #1: Two-way audio between the control room technician and anyone within the MRI scan room.
- Feature #2: one-way video monitoring of the patient from the control room. These functions can be used separately or together to provide enhanced patient communication and observation.
- The control room features a desk microphone with a 15 inch flat screen color monitor with internal speakers. The patient room contains a "hanging" microphone from the ceiling. Also in the MRI suite is a wall mounted speaker, securely placed at the front of the MRI room, outside the 30 gauss field. Lastly is a small video camera which is mounted within the MRI suite to allow view down the magnet bore.
- The hanging microphone within the MRI suite is always live until the control room microphone is activated. The hanging microphone feeds the speakers on the monitor in the control room.
- The Video camera inside the MRI suite has manual zoom/focus capability, thus it is adjusted once for the bore and left. The video feeds the monitor inside the control room.
- Each communication converter requires standard 110V power and its small size (18.4cm wide x 19.7cm deep x 1.5cm high) can be mounted above a drop ceiling, underneath a counter top or within a cabinet.

For Option 14 --	ADD to the total price:	\$4,500.00	Accepted: _____
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#### SECTION 4: Notes: Applies to the Modular Free Standing RF shield systems where applicable:

**1. Note on structural supports for ETS-Lindgren Modular RF shield ceiling structures:**

ETS-Lindgren's standard, copper or galvanized steel, RF enclosures; as a default design; use integral external ceiling beams, set on 48 inch centers, for support of the overhead RF ceiling and attached interiors. For shields less than 17' in width, a minimum clearance of 6 inches is required above the top of the shield and for shields between 17' and 20' in width, a minimum clearance of 8 inches above the shield is required for the application of the integral external beams. For situations where the available clearance above the shield is less than 6" (17' width) or 8" (17' - 20' width), internal support beams may be used. The use of internal support beams will limit the available utility space between the finished ceiling and the top of the shield. The use of the integral beams allow for a customer applied ceiling load of 5lb/sqft. Placing the ceiling beams on 24inch centers increases the allowable applied ceiling loads to 15lb/sqft. For shields in excess of 20 foot in width secondary supports may be necessary that are attached to the buildings structures above (see additional text below).

For situations where neither external nor internal beams can be used the shield's ceiling structure will be supported by tension suspension rods attached to the building's structure overhead. In this situation it is the responsibility of the customer to provide unobstructed clearance to the required attachment points above. When existing utilities or other building structures impede the normal placement of suspension rods and sway braces for seismic conditions, it is the responsibility of the customer to: 1) relocate the obstructing device, item or structure or, 2) provide a suitable support under the obstructing device, item or structure. Under no circumstances will ETS-Lindgren anchor into or attach onto roof or deck structures that will not provide structurally sound anchorages. It is the responsibility of the customer to determine the structural capacity of the overhead attachment points. This also applies for areas where seismic anchorages are required. For seismic conditions where the lateral forces at the top of the shield are to be transferred to vertical walls, it is the responsibility of the customer to properly design and install structural wall assemblies capable of handling the applied lateral forces.

**Addition of silicon steel magnetic shielding:** It is the responsibility of the customer to provide suitable structural supports within the parent walls and ceiling to accept the applied loads of the magnetic shielding (8 - 20 lbs/sq/ft). Lindgren will install the magnetic shielding directly to the provided supports using drill in anchors.

**2. RF Flooring Systems:**

- **For epoxy/grout RF floor:** New concrete: Provide 7/8" slab depression. Provide medium broom finish to concrete. Do not apply any concrete sealer. Structural slab must not contain any hydrostatic water pressure. Existing concrete: Remove all existing surface components, prepare bear concrete surface by bead blasting.
- **For the modular wood core floor:** Provide a 1-1/8" depression. Slab does not have to be prepared as with the epoxy/grout floor. Will require some customer applied floor patch to prepare the RF floor surface for finished piece goods.
- **Note:** It is the responsibility of the customer to provide a flat and level parent floor surface. At a minimum, parent floors must be level to the requirements stated by the magnet manufacturer. The installation of the RF flooring assembly is not intended to render the interior floor flat and level.



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- RF Doors: Optional Auto-Seal RF doors available see option 1 below. (US patent #4786758) Note: RF doors are supplied unstained if wood veneer. AUTO SEAL RF door only available with P-lam. Standard in-stock MR4 RF doors are available with white plastic laminate or northern oak plastic laminate or plain silce, Red Oak, Birch, Maple and Cherry veneers. Any other choice of plastic laminate is available for a \$600.00 price adder. Any other choice of wood veneer is available with a four (4) week lead time and added price as quoted. The Auto Seal™ Sound Door carries an ASTM E90/E413 STC 42 sound rating. The optional MR4 Sound Door carries an ASTM E90/E413 STC32 or 37 sound rating.

### 3. Available Lindgren RF Floor Systems

Available Lindgren RF Floor Systems		
RF Flooring System	Base bid or Optional	Properties
Monolithic Epoxy/Grout RF floor assembly	Optional: See option 2 for upgrade to this floor system	Water resistant, seamless, structurally bonded to parent floor, self-leveling properties, welded RF seams, 5/8" slab depression, does not present any biohazard due to rotting or mold or bacterial growth. Requires concrete surface with no sealers or curing compounds applied. Medium broom finish on slab.
Wood Core Modular RF floor assembly	Included in base price	Non-waterproof, floating floor (not bonded to parent floor), uses compressed paper product for insulation/leveling, mechanical clamp RF seams, wood core panels are not waterproof. Requires 1-1/8" slab depression for flush RF door threshold.

### 4. Optional electrical filters

- Modular Lighting Controller: Note Lindgren can provide a low cost AC or DC lighting system for the MRI room with or without dimmers. See option 6.
- Special application electrical services: These items require that we are made aware of the total number of electrical conductors associated with each device and the electrical impedance characteristics of the power source. Where this information is lacking the required filters will not be provided and the customer may select the appropriate electrical filters from option 6.

### 5. RF ATTENUATION: For the Modular shield

Manufacturer: Philips				
	Magnetic Field	Electric Field	Plane wave	DC ground isolation
Min. Frequency	10 MHz	10 MHz	150MHz	1,000 ohms min
Min. Attenuation	80 dB	80 dB	100 dB	

### 6. RF TESTING: (Included within the total price)

**1st Test - Qualification Testing:** Shall be performed immediately after completion of the enclosure and prior to the installation of any architectural surfaces within the enclosure or about the exterior of the enclosure. No trade connections shall be made to the enclosure until the successful completion of this test process.

**2nd Test - Acceptance Testing:** Shall be performed immediately after the installation of the selected MR system. This service includes reinstallation of magnet entry panel(s).

- RF windows: All Lindgren RF windows are manufactured using precision aluminum frame extrusions. The RF screens are constructed from very fine, 304 stainless steel, wire cloth. All glazing is 1/2" safety glass and conforms to all building codes. Most other RF shield manufactures construct their windows with cheap wood frames with copper or bronze screens secured with staples. This type of construction produces very poor optical quality.
- Piping or Plumbing systems: Where appropriate piping or plumbing lines are provided with either a soldered tube connection or dialectic connector. Medical gas wave guides provide by ETS-Lindgren DO NOT need to be field sterilized. The medical gas wave guide feed through panel provided is design to allow customer supplied type K copper medical gas lines to pass unbroken through the wave guides. Note: DO NOT weld the threaded fitting to the brass wave guide; only solder the medical gas tube to the sweat connection. Ensure that the treaded connection is secured tight to the brass wave guide. Contact the ETS-Lindgren project manager for the proper connection of sink waste/vent lines to the provided wave guide.

## SECTION 4: Exceptions and general conditions to this proposal.

### GENERAL EXCEPTIONS:

- Seismic connections: Lindgren does not provide nor engage in the general mounting or seismic mounting of any item, device, system or unit not directly manufactured and installed by Lindgren.
- Structural attachments: The customer or his agent(s) will be responsible for providing and the installation of any and all attachment points/devices necessary to allow for transfer of the applied load of the shield materials and customer furnished interiors inclusive of sprinkler lines to the building structure. The type and quantity of the attachment points/devices must meet all local, seismic, and or OSHPD (California only) requirements and the approval of Lindgren RF Enclosures. Lindgren will be responsible for the transfer of the shield load, using appropriate methods, to the customer's furnished attachment points/devices. The design and installation of typical or seismic supports of sprinkler lines is the sole responsibility of the

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customer. Lindgren will provide threaded RF attachments through the RF shield ceiling frames with a threaded external dielectric connector for use by the sprinkler or other trades for load bearing connections through the RF shield. See Lindgren's Engineering Note 9 for additional information concerning ceiling anchors.

- 3) **Specifications:** Lindgren takes exception to all sections of the specifications that differ from our standard all copper RF shielded enclosure systems used for MRI applications.

**SPECIFIC EXCEPTIONS**

**This proposal does not include:**

- 1) Any provisions for the installation of magnetic shielding unless otherwise noted.
- 2) PE stamp and calculations: Should ETS-Lindgren be required to provide stamped RF shield plans for review please select option 10.
- 3) Structural wall and ceiling supports for magnetic shielding
- 4) In-fill concrete structural slab

**THE FOLLOWING GENERAL CONDITIONS APPLY TO THIS PROPOSAL:**

**Wood Products:** The RF shielded enclosure is manufacture from wood products that carry either a Class A topically applied fire retardant or Class A pressure treated wood. It is the responsibility of the customer to identify to Lindgren RF Enclosures if wood products are allowed by the local fire codes for installation within this project. Lindgren RF Enclosures will bear no liability for additional expenses incurred if not so notified of the restriction in the use of treated wood products.

**Fire Rated RF Doors:** Lindgren RF Shielded Enclosure, Inc. MR4™ medical grade RF shielded door and frame units DO NOT carry a fire label. They are NOT 20-minute fire rated doors. ETS-Lindgren DOES offer an optional 20-minute fire rated door as part of our Auto-Seal II™ door line. If this facility requires the installation of a fire rated door at the location of the RF shielded door unit the customer must so notify Lindgren RF Enclosures, Inc. of this requirement. Lindgren RF Enclosures will bear no liability for additional expenses incurred if not so notified of the need for a fire rated door unit.

**Working hours:** Prices quoted reflect open shop, normal, first shift, working hours (8am - 6pm), Monday - Friday unless otherwise stated. Overtime work may be preformed at the discretion of Lindgren's installation manager. Lindgren crews normally work after hours and weekends to expedite the installation of the shield. If there are restrictions that will prevent our crew from working after hours please inform us of the restrictions. Restricting the available working hours will both increase the cost and installation time of the RF shield. The quoted price does not account for additional monies to pay the premium hours for a contractor representative to be on site during after hours work.

**Structural shoring:** Lindgren RF Enclosures will not be responsible for the structural shoring, reinforcement or other structural alterations necessary to unload, transport to the site of the work, or installation of the work. This is inclusive of all shielding materials or the necessary equipment to move and/or erect same.

**Temporary utilities:** The customer or the General Contractor shall be responsible for providing all necessary temporary lighting and electrical power. To include AC power for at least two welding machines (100a/208v) when necessary.

**Trash removal:** The customer or the General Contractor shall provide at least one trash container for the removal of waste crating materials. Lindgren RF Enclosures shall be responsible for general cleaning of the site of our work and placing waste materials into the provided container.

**Site Access:** Lindgren RF Enclosures shall be given free and clear access to the site of our work. It shall be the responsibility of the owner or his agents to prepare adequate site access and coordinate the activities of other trades within the area of our work.

**Building permits:** All local and/or state building permits are the responsibility of the owner or his agents

**Tests and inspections:** Lindgren RF Enclosures shall not be responsible for the cost of any and all materials testing and inspections, other than RF testing of the enclosure. The customer shall retain all inspections and testing services.

**Trade coordination:** Coordinated work such as but not limited to: foundations, structural steel, fire proofing, insulation, exterior pre-cast, weather proofing, building inspections, etc. shall be completed to the extent that they will not effect the orderly completion of our work.

**Weather proofing:** The site of our work MUST be completely weather proof prior to the delivery or installation of any shielding materials.

**Crane requirement:** The site of the work is located at the ground floor level. The use of a crane to move RF shield materials is typically not necessary. This proposal DOES NOT include the cost of a crane to place shield materials to the site of the work.

**Materials staging:** This proposal assumes that all delivered materials will be staged in secured and weatherproof areas immediately adjacent to the site of our work. If this is not possible the customer may incur additional charges.

**Fire proofing:** Lindgren RF Enclosures shall not be responsible for the removal or reinstallation of any fire proofing materials. Asbestos abatement of any kind will be the sole responsibility of the owner or his agents.

**Finishes:** The removal of any interior or exterior building finishes, glazing, or architectural surfaces shall be the responsibility of the owner or his agents.

**Final plan review:** The quoted price is subject to change once approved architectural building plans and magnetic equipment plans are made available for final review.

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## WARRANTIES FOR MEDICAL SHIELDING PRODUCTS

### SCOPE AND DURATION OF WARRANTIES

Seller warrants to Buyer that the shielding systems for magnetic resonance imaging (MRI) products or applications to be delivered hereunder will be (1) free from defects in material, manufacturing workmanship, and title, and (2) conform to the Seller's applicable product descriptions and specifications, if any, contained in or attached to Seller's quotation. If no product descriptions or specifications are contained in or attached to the quotation, Seller's applicable product descriptions and specifications in effect on the date of shipment shall apply. The criteria for all testing shall be Seller's applicable product specifications utilizing factory-specified calibration and test procedures and instruments.

All product warranties, except the warranty of title, and all remedies for warranty failures are limited in time as shown in the table below.

<u>Product Warranted</u>	<u>Duration of Warranty Period</u>
RF Shielding Systems	5 Years
Doors, Filters, Accessories and Modifications	1 Year

Any product or part furnished to Buyer during the warranty period to correct a warranty failure shall be warranted to the extent of the un-expired term of the warranty applicable to the repaired or replaced product.

The warranty period shall commence on the date the product is delivered to Buyer; however, if Seller assembles the product, or provides technical direction of such assembly, the warranty period for such product shall commence on the date the assembly of the product is complete. Notwithstanding the foregoing, in the event that the assembly is delayed for a total of thirty (30) days or more from the date of delivery for any reason or reasons for which Seller is not responsible, the warranty period for such product may, at Seller's options, commence on the thirtieth (30th) day from the date such product is delivered to Buyer. Buyer shall promptly inspect all products upon delivery. No claims for shortages will be allowed unless shortages are reported to Seller in writing within ten (10) days after delivery. No other claims against Seller will be allowed unless asserted in writing within thirty (30) days after delivery (or assembly if the products are to be assembled by Seller) or, in the case of alleged breach of warranty, within the applicable warranty period.

### WARRANTY EXCLUSIONS

Except as set forth in any applicable patent indemnity, the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, express, implied, or statutory. EXCEPT AS EXPRESSLY STATED ABOVE, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE ON THE PRODUCTS, OR ON ANY PARTS OR LABOR FURNISHED DURING THE SALE, DELIVERY OR SERVICING OF THE PRODUCTS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Warranty coverage does not include any defect or performance deficiency (including failure to conform to product descriptions or specifications) which results, in whole or in part, from (1) negligent storage or handling of the product by Buyer, its employees, agents, or contractors, (2) failure of Buyer to prepare the site or provide an operating environmental condition in compliance with any applicable instructions or recommendations of Seller, (3) absence of any product, component, or accessory recommended by Seller but omitted at Buyer's direction, (4) any design, specification, or instruction furnished by Buyer, its employees, agents or contractors, (5) any alteration of the product by persons other than Seller, (6) combining Seller's product with any product furnished by others, (7) combining incompatible products of Seller, (8) interference with the magnetic or radio frequency fields due to conditions or causes outside the product as furnished by Seller, (9) improper or extraordinary use of the product, or failure to comply with any applicable instructions or recommendations of Seller, or (10) acts of God, acts of civil or military

authority, fires, floods, strikes or other labor disturbances, war, riot, or any other causes beyond the reasonable control of Seller. This warranty does not cover (1) contact fingers or replacements unless loss is caused by a defect in material or manufacturing workmanship within the scope of this warranty and (2) removal and reconstruction of walls, partitions, ceilings and other facility costs arising from repair or replacement of the product or parts thereof by Seller under the warranty. Seller does not warrant products of others which are not included in Seller's published price lists for shielding products and systems supplies and accessories.

### BUYER'S REMEDIES

If Seller determines that any product fails to meet any warranty during the applicable warranty period, Seller shall correct any such failure by either, at its option, repairing, adjusting, or replacing without charge to Buyer any defective or nonconforming product, or part or parts of the product. Seller shall have the option to furnish either new or exchange replacement parts or assemblies.

Warranty service during the applicable warranty period will be performed without charge to Buyer within the contiguous 48 United States during Seller's normal business hours. After the warranty period, service will be performed at Seller's prevailing service rates. Subject to the availability of personnel, after-hours service is available upon request at an additional charge. For service outside the contiguous 48 United States, travel and per diem expenses, when required, shall be the responsibility of the Buyer, or End User, whichever is applicable.

The remedies set forth herein are conditioned upon Buyer promptly notifying Seller within the applicable warranty period of any defect or nonconformance and making the product available for correction.

The preceding paragraphs set forth Buyer's exclusive remedies and Seller's sole liability for claims based on failure of the products to meet any warranty, whether the claim is in contract, warranty, tort (including negligence and strict liability) or otherwise, and however instituted, and, upon the expiration of the applicable warranty period, all such liability shall terminate. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, ASSEMBLING, USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER'S WRITTEN CONSENT DESPITE ANY NEGLIGENCE ON BEHALF OF THE SELLER. IN NO EVENT SHALL SELLER'S LIABILITIES UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE OF THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED. This agreement shall be construed in accordance with laws of the State of Illinois. In the event that any provision hereof shall violate any applicable statute, ordinance, or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.

Any controversy or claim arising out of or relating to the sale, delivery, nondelivery, servicing, assembling, use or loss of use of the products or any part thereof or for any charges or expenses in connection therewith shall be settled in Chicago, Illinois by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in either the Federal District Court for the Northern District of Illinois or the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois, all of the parties hereto consenting to personal jurisdiction of the venue of such court and hereby waive the right to demand a jury trial under any of these actions.

## TERMS &amp; CONDITIONS

1. **Products/Packages.** All materials, goods, or work described on the front hereof, regardless of type (including shielding), will be referred to as "Products". Lindgren RF Enclosures, Inc., Illinois corporation and subsidiary of ESCO Technologies Inc., will be referred to as "Seller", and the person or company purchasing Products as indicated on the front hereof will be referred to as "Buyer".

2. **Price/Adjustments/Payment.** The prices stated herein do not include any Federal, State, or local sales, use, excise, value-added or other taxes unless so stated specifically in writing. Any applicable exemptions to the above taxes must be made available to Seller prior to invoicing or such taxes will be charged for the state of destination. Any exemption certificates must correlate with the state of destination. Such taxes will be added to invoice prices in those instances in which Seller is required to collect them from Buyer; provided, however, that if Seller does not collect any such taxes and is later asked by or required to pay such to any taxing authority, Buyer will make such payment to Seller or, if requested by Seller, directly to such taxing authority. At Seller's option, prices may be adjusted to reflect any increase in the costs of Seller resulting from state, federal or local legislation, or any change in the rate charge or classification of any carrier.

Unless otherwise specified by Seller, all prices are F.O.B. Seller's factory or warehouse from which shipment is made and shall be invoiced as of the date of shipment or as set forth on the front hereof. Payment shall be multiple element billings not 30 days after invoice. Invoices unpaid and past due will be subject to a service charge on the unpaid balance at an interest rate equal to the lesser of eighteen percent (18%) per annum or the maximum allowable interest rate under applicable law, and Buyer shall be responsible and liable for all expenses incurred by Seller in collection, including reasonable attorney's fees.

3. **Delivery Dates, Title and Risk; Shipment.** All delivery dates are approximate, and Seller shall not be responsible for any damages of any kind resulting from any delay. Regardless of the manner of shipment, title to any Products and risk of loss or damage thereto shall pass to Buyer upon tender to the carrier at the factory or warehouse of Seller, except in those instances in which delivery is made by Seller's vehicles in which case title and risk of loss or damage shall pass to Buyer upon delivery to Buyer's premises. All delivery and transportation expenses will be paid by Buyer. Unless otherwise stated herein, Seller may exercise its judgment in choosing the carrier and means of delivery. Buyer shall be responsible for filing all claims with the carrier. No deferment of shipment at Buyer's request will be made except on terms that indemnify Seller against all loss and additional expense, including, but not limited to handling, storage and insurance charges. In the event Buyer delays or causes the delay of shipment of any Products, the price for such Products shall be subject to increase to reflect the Seller's prices in effect for such Products at the time of the delayed delivery and to reflect Seller's increased costs resulting from such delay.

4. **Warranty.** Seller's limited warranty policy, available separately as Lindgren RF Enclosures Inc. Document W-2001-x, will apply and become effective upon final payment of all amounts due Seller. If no Product descriptions or specifications are contained in or attached to the quotation, the Seller's applicable product descriptions and specifications in effect on the date of shipment shall apply. If any sample or model is shown to Buyer, Buyer acknowledges that such sample or model was used merely to illustrate the general type and quality of goods and not to represent that the goods would necessarily conform to the sample or model.

If the Product involves testing, the criteria for all testing shall be the Seller's applicable Product specifications utilizing factory specified calibration and test procedures and instruments. Test procedures are available upon request.

Seller's liability under its warranty to Buyer or in connection with any other claim relating to the Products shall be limited to the repair, or at Seller's option, the replacement or refund of the purchase price, of any Products or parts or components thereof which are returned to Seller freight prepaid and which are defective in material or workmanship. Written authorization must be obtained from Seller prior to the return of any Product for any reason, including return for repair, replacement or credit. Any credit issued must be exercised within ninety (90) days of issuance, after such time said credit will become null and void. Products or parts or components thereof which are repaired or replaced by Seller will be returned to Buyer freight collect.

This warranty is not intended to cover consumer products, as defined in the Magnuson-Moss Warranty Federal Trade Commission Improvement Act, 15 U.S.C. §§ 2301-12, which are purchased by Buyer for purposes other than resale. If Buyer is not intending to resell the Products, and if the Products are consumer products as defined in the Magnuson-Moss Act, the foregoing warranty, but not the limitation of Seller's liability, shall be null and void.

EXCEPT AS EXPRESSLY STATED ABOVE, THIS LIMITED WARRANTY, LINDGREN RF ENCLOSURES, INC. DOCUMENT W-2001-x, IS THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE WARRANTY OF SELLER AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE, ON THE PRODUCTS, OR ON ANY PARTS OR LABOR FURNISHED DURING THE SALE, DELIVERY OR SERVICING OF THE PRODUCTS.

5. **Claims; Commencement of Action.** Buyer shall promptly inspect all Products upon delivery. No claims for shortages will be allowed unless shortages are reported to Seller, in writing, within 10 days after delivery. No other claims against Seller will be allowed unless asserted in writing within 30 days after delivery (or assembly if the Products are to be assembled by Seller) or, in the case of an alleged breach of warranty, within the warranty period on which the defect was or should have been discovered.

Any arbitration or other action based upon breach of this contract or upon any other claim arising out of this sale (other than an action by Seller for any amount due to Seller by Buyer) must be commenced within one year from the date of the tender of delivery by Seller or, in the case of a claim of action based upon an alleged breach of warranty, within one year from the date within the warranty period on which the defect was or should have been discovered by Buyer.

6. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, ASSEMBLY, USE, LOSS OF USE OR FAILURE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER'S PRIOR WRITTEN CONSENT, EVEN IF SELLER MAY HAVE BEEN NEGLIGENCE. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED.

7. **Contingencies.** Seller shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; flood; the elements; riot; labor disputes, picketing or other labor controversies; sabotage; civil commotion; explosion; accident; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material or equipment used in the manufacture of the Products; failure of any party to perform any contract with Seller relative to the production of the Products; or from any cause whatsoever beyond Seller's control, whether or not such cause be similar or dissimilar to those enumerated.

8. **Loss to Buyer's Property; Patent, Trademark, or Copyright Infringement, Etc.** Seller shall not be liable for, and shall have no duty to provide insurance against, any damage or loss to any goods or materials of Buyer which are used by Seller in connection with this order. Where any Product is manufactured from patterns, plans, drawings, or specifications furnished by Buyer, Buyer shall defend, indemnify Seller against, and save Seller harmless from, all loss, damage, and expense arising out of any suit or claim against Seller for infringement of any patent, trademark, or copyright because of Seller's manufacture of such Product or because of the use or sale of such Product by any person. Upon Seller's request, Buyer shall, at Buyer's sole cost and expense, retain counsel reasonably acceptable to Seller to appear on Seller's behalf and assume the defense of any litigation arising out of any such claim.

9. **Seller's Specifications; Technical Data, Etc.** Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Seller furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth. Seller shall at all times retain title to all such documents, and Buyer shall not disclose such to any party other than Seller or a party duly authorized by Seller.

Buyer shall be responsible for the structural integrity and the clean, asbestos-free and safe status of the work area and structure in which Seller will perform any services and deliver or install any Products. Some installation may involve welding or the use of materials, which requires ventilation being provided by Buyer, with the project area being free and clear of debris, dirt and obstruction; Seller shall clean up any materials, debris or obstructions created by Seller. Buyer shall provide at its expense, temporary lighting and power for the operation of hand tools and welding equipment, if necessary, and an accessible dumpster for the disposal of debris.

The installation of the Products by Seller is based upon Seller's access close to the site and the perimeter of the project site, together with an adequate amount of weather-light storage space on the project site. If Buyer is not ready to accept delivery of the Products on the date the Products are to be ready, Buyer shall give Seller sufficient notice of a local point where delivery will be accepted, or the material may be stored, within or without the Seller's factory of Buyer's risk and expense. Buyer shall reimburse Seller for all costs incurred due to extra handling and storage.

10. **Buyer's Financial Responsibility; Rights of Seller.** If Seller shall at any time doubt Buyer's financial responsibility, Seller may demand adequate assurance of due performance or decline to make any further shipments except upon receipt of cash payment in advance or security. If Seller demands adequate assurance of due performance and the same is not forthcoming within 10 days after the date of Seller's demand, Seller may, at its option, (i) continue to deliver further shipments under this order and/or any other order from Buyer which has been accepted by Seller until adequate assurance is received, or (ii) cancel this order and/or any other orders from Buyer which have been accepted by Seller and recover damages. If Buyer fails in any way to fulfill the terms and conditions on the front of the back hereof, Seller may deliver further shipments until such default is corrected or cancel this order and recover damages. Seller shall have a security interest in, and then upon, any property of Buyer in Seller's possession as security for the payment of any amounts owing to Seller by Buyer.

11. **Cancellation.** After acceptance by Seller, orders shall not be subject to cancellation by Buyer except with Seller's written consent (and at Seller's sole and absolute discretion) and upon terms that will indemnify Seller against all direct, incidental and consequential loss or damage including but not limited to: direct costs; overhead and other costs which are allocable or apportionable under reasonable accounting practices to the order; storage fees; handling and transportation costs; material or personnel expenses of Seller; and lost profits.

12. **Limitation on Assignment.** Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other except that Seller shall have the right to subcontract any portion of its obligations to any party or assign all its rights and obligations to any company with which it is affiliated or to any corporation into which it shall be merged, with which it shall be consolidated, or by which it, or all or substantially all of its assets, shall be acquired.

13. **Export.** If the Products are to be exported, this order is subject to Seller's ability to obtain export licenses and other necessary papers within a reasonable period. Buyer will furnish all Consular and Customs declarations and will accept and bear all responsibility for penalties resulting from errors or omissions thereon. Buyer shall not re-export the Products or any goods or items which incorporate the Products if the re-export would violate United States export laws.

14. **Compliance with Laws.** Seller certifies that any Products which are manufactured by Seller will be produced in compliance with any and applicable requirements: Section 12 of the Fair Labor Standards Act, as amended; Sections 204(c) and (d), 301-305, 401-403 and 501 of the Fair Labor Standards Act Amendments of 1965 including all regulations and orders of the United States Department of Labor issued under Section 501 thereof; Section 5(a) of the Occupational Safety and Health Act of 1970, as applicable to the manufacture of such Products; the Vietnam Era Veterans Readjustment Act of 1979; and the Rehabilitation Act of 1973.

15. **Equal Opportunity Clause.** This clause applies only in the event that the Products are to be used in whole or in part for the performance of government contracts and where the dollar value of said Products exceeds, or may in any one year exceed, \$10,000:

a) In connection with the performance of work under this contract, the Seller agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The aforesaid provision shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The provisions of the Equal Opportunity Clause, as promulgated by Executive Order 11246 dated September 24, 1965, as amended, are incorporated herein by reference.

b) The following provisions regarding equal opportunity, and all applicable laws, rules, regulations, and executive orders specifically related thereto, including applicable provisions from the Federal Acquisition Regulations, and supplements thereto, are applicable hereto, to the extent that the minimum monetary amounts under such regulations have been satisfied: 41 CFR 60-1.4, Equal opportunity clause; 41 CFR 60-1.7, Reports and other required information; 41 CFR 60-1.8, Segregated facilities; 41 CFR 60-250.4, Affirmative action clause (Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era); 41 CFR 60-741.4, Affirmative action clause (Affirmative Action for Handicapped Workers).

16. **Other Rights or Remedies.** Except as otherwise provided herein, any rights or remedies granted hereunder to either party shall be in addition to, and not in lieu of, any other rights or remedies of such party at law or in equity.

17. **Entire Agreement.** Except for any general conditions submitted to buyer and the separate warranty hereto, this document constitutes the entire agreement between Seller and Buyer and constitutes the final, complete and exclusive expression of the terms of the agreement, all prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter hereof being merged herein. By way of illustration and not limitation, Buyer's order shall be deemed to incorporate, without exception, all the terms and conditions hereof notwithstanding any order form of Buyer containing additional or contrary terms or conditions, unless Buyer shall have expressly advised Seller to the contrary in a writing apart from such order form, and no acknowledgment by Seller of, or reference by Seller to, or performance by Seller under, an order of Buyer shall be deemed to be an acceptance by Seller of any such additional or contrary terms or conditions. In the event of a written request by Buyer for additional or contrary terms or conditions, then such modifications may only be made in these terms and conditions by a written instrument signed by one of Seller's officers.

18. **Security Interest.** Buyer hereby grants Seller a security interest in the Products, and all proceeds thereof and accretions thereto, to secure payment of the purchase price for the Products and all other charges and costs for which Buyer is responsible hereunder. At Seller's direction, Buyer shall, from time to time, do all acts necessary or reasonable to protect Seller's security interest herein created and Buyer shall execute and deliver to Seller all Uniform Commercial Code Financing Statements which Seller may deem necessary to protect its rights and interests as set forth herein. Buyer hereby irrevocably constitutes and appoints Seller as its true and lawful attorney-in-fact, in its name, place and stead, to execute, deliver, acknowledge, file or record any and all such Uniform Commercial Code Financing and Continuation Statements. The grant of the foregoing power of attorney is coupled with an interest and shall not be revocable by Buyer until all payments due hereunder (including deferred payments whether evidenced by notes or otherwise) shall have been made in cash. Seller shall have the remedies of a secured party under the Uniform Commercial Code in force in the State of Illinois.

19. **Severability.** In the event that any provision hereof shall violate any applicable statute, ordinance, or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.

20. **Governing Law; Arbitration; Venue.** This document and the sale of all Products shall be governed by and construed in accordance with the laws of the State of Illinois. Whenever there is a conflict of laws, the internal laws of the State of Illinois shall prevail (without regard to principles of conflicts of laws). The parties agree that any dispute arising hereunder or from the Products shall be arbitrated in DuPage County, Illinois in accordance with the commercial arbitration rules of the American Arbitration Association. The parties hereby agree that the sole proper jurisdiction and venue for any disputes not subject to arbitration hereunder shall be the Circuit Court for the Eighteenth Judicial District, DuPage County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division. For such purpose, Buyer, if not located in the State of Illinois, irrevocably appoints the Secretary of State of Illinois as its agent for receipt of notice of process or notices.

21. **Legal Fees.** In the event of any litigation arising herefrom, Seller shall be entitled to recover from Buyer all reasonable attorneys' fees, costs and expenses incurred by Seller in enforcing any of Seller's other rights hereunder.

22. **Quotations.** Any quotation of Seller is subject to, and shall not become binding upon Seller until (i) actual receipt by Seller of Buyer's written order based on all the terms and conditions stated herein, without qualification within 30 days after the date hereof, and (ii) Seller's written acceptance of such order at its main office in Glendale Heights, Illinois.

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# Divider III



**Divider III: Community Needs Criteria and Standards**

**1. Describe the financial rational for the proposed replacement equipment.**

A proforma has been included for review in considering the approval for replacement of the MRI. This unit will be used to perform all inpatient and ED patients as well as providing services to outpatients that are added on during an operational day whenever the unit that provides outpatient services is fully booked and unavailable.

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Project ID: 4477HS

Replace MRI Unit

## PROFORMA - Inpatient/ED MRI Replacement

Estimated Volume of Inpatient / ED exams MRI Exams (Excluding OP)	Year 1**	Year 2	Year 3	Year 4	Year 5
712		1,494	1,570	1,649	1,731
<b>Capital Expenses</b>					
Philips 1.5T MRI System	(979,498)				
Shielding	(105,974)				
<b>Total</b>	<b>(1,085,472)</b>				
<b>Operational Expenses</b>					
Expenses excluding salaries	12,190	26,438	27,760	29,148	30,605
MRI Technologist Salaries and Benefits	71,793	147,894	152,330	156,900	161,607
Estimated Overhead	168,311	353,453	371,126	389,682	409,166
Service Contract		68,565	137,130	137,130	137,130
<b>Total</b>	<b>252,294</b>	<b>596,350</b>	<b>688,346</b>	<b>712,860</b>	<b>738,509</b>
<b>Operational Revenue</b>					
Equipment Depreciation	77,570	155,139	155,139	155,139	155,139
<b>Estimated Revenue</b>	<b>355,469</b>	<b>781,404</b>	<b>858,479</b>	<b>940,595</b>	<b>1,028,775</b>
<b>Total</b>	<b>433,039</b>	<b>936,543</b>	<b>1,013,618</b>	<b>1,095,734</b>	<b>1,183,914</b>
<b>Difference</b>	<b>180,745</b>	<b>340,193</b>	<b>325,272</b>	<b>382,873</b>	<b>445,406</b>
<b>Assumptions</b>					
					<b>NPV \$323,991.90</b>
					<b>Total Reve \$589,017</b>

5.0%

1. Year 1 data based on estimated 6 months of operation of this proposed scanner. \*\*
2. MRI technologist's salary based on 2010 projected budget plus 21% for benefits. An estimated growth of 3% per year after year one.
3. Scan volume based on information on Table 1. Includes inpatient, ED and outpatient exams surpassing 3000/year on second MRI.
4. Service contract costs based on 14% of purchase price per year. Year 1 incurs no cost, year 2 incurs 50% cost and years 3-5 incurs full costs.
5. Revenue based on estimated 2009 reimbursement of \$475.48 per exam adjusted upward 5% per year.

now  
Sve Spec  
Dev & GP



**2. Document if the existing equipment has exceeded its useful life.**

The current 1.5-tesla MRI scanner was acquired in the year 2000. PCRMC depreciates such equipment over a period of seven years. It has fully depreciated.

**3. Describe the effect the replacement unit would have on quality of care.**

This Achieva 1.5T system not only offers some of the clearest images available, it has many patient-friendly features that make getting an MRI a more positive experience. In particular, the Achieva 1.5T system can perform whole body MR scans more quickly, reducing exam times. It is less intimidating and less claustrophobia inducing than many MR machines, contributing to better patient acceptance.

Our Board of Trustees members are county residents that are the final oversight of this project, and they have approved the improvement of services and replacement of the prior scanner. The Board also has final approval of the design plans. In addition, we routinely send out patient satisfaction surveys and many have listed a desire for more outpatient services.

**4. Document if the existing equipment is in constant need of repair.**

The existing MRI unit has required a number of repairs in the last year including one caused by a "quench" of the magnet itself. The aging condition of the existing MRI has led to image degradation and despite repair isn't approaching the quality of a replacement scanner.

**5. Document if the lease on the current equipment has expired.**

The current equipment is not leased.

**6. Describe the technological advances provided by the new unit.**

The proposed MRI system offers minimally-invasive, high-resolution imaging allowing visualization of more, smaller features as well as more parts of the body at one time. It will allow visualization of soft tissues and small features in real time, all with a high level of patient comfort. It will allow imaging of the abdomen, high-resolution peripheral angiography and total spine multi-station imaging. Other procedures include high-resolution static and dynamic joint studies, free-breathing coronary artery imaging, cardiac imaging and neurological scans.

**7. Describe how patient satisfaction would be improved.**

Recent placement of MRI equipment in our medical office building allows most outpatient studies to be performed in that location. This unit will also be used to provide procedures to outpatients whenever patients are added to an already full schedule. We fully anticipate and plan to meet the requests of our inpatient population to be able to provide an approximate time of service, therefore greatly increasing their satisfaction. The capabilities of this scanner allowing studies to more quickly diagnose many conditions including neurological and cardiac conditions.

**8. Describe how patient outcomes would be improved.**

The exams performed on the proposed MRI scanner will provide crisp, clear images of the body and help doctors quickly assess a patient's condition as well as provide a less invasive diagnostic option. The technology will help physicians diagnose a variety of illnesses during routine exams, as well as more effectively treat those patients. For patients, quicker scan times and scanner design will offer a more comfortable and pleasant experience.

**9. Describe what impact the new unit would have on utilization.**

The assumptions we used for projections are taking into account the expected growth due to population increases, increased utilization for new procedures to be performed, as well as increasing numbers of physicians and surgeons joining our staff. Physicians throughout our seven-county geographical service area, and beyond, refer their patients to PCRMC for quality MRI imaging studies for their patients.

Our primary service area includes Phelps County, Missouri, with the surrounding six counties of Crawford, Dent, Gasconade, Laclede, Maries, Pulaski serving as our secondary market area. Phelps County Regional Medical Center provides health care services to all individuals regardless of race, religion, age, or ability to pay.

**Table 1: Historical and Projected Procedure Counts**  
Inpatient and Emergency Department Studies

**Table 1** provides a three-year historical and a three-year projected analysis of MRI procedure counts for inpatients and emergency room patients. We are attempting to report and project volume of inpatient and emergency department studies and those surpassing 3000/year outpatient utilization on second MRI unit.

	2007	2008	2009	2010	2011	2012
Jan.	60	79	94	99	104	109
Feb.	78	90	99	104	109	115
Mar	83	89	91	96	100	105
Apr	91	75	86	90	95	100
May	124	88	58	61	64	67
June	85	71	92	97	101	107
July	109	73	78	82	86	90
Aug	88	89	101	106	111	117
Sept	74	94	117	123	129	135
Oct	80	88	82	86	90	95
Nov	66	73	68	71	75	79
Dec	84	90	82	86	90	95
Subtotal	1022	999	1048	1101	1155	1214
Number greater than 3000/yr on primary unit			308	323	339	356
Total Procedures			1356	1424	1494	1570
Percent increase		-2.3%	35.7%	5%	5%	5%

**Notes:**

1. 2007 volume data derived from reports containing number of inpatient studies. ED studies were broken out as a separate category beginning with the 2008 report.
2. Added number of procedures surpassing 3000/year on the outpatient scanner.
3. Growth projected at 5% for 2010-2012.

**Table 2: Community Demographics**  
**Source: U.S. Census Bureau Data**

Table 3 below describes the geographic area and general demographics of the community that we serve.

	Square Miles	Population	Age < 55	Age 55+
<b>Primary Market Area</b>	673	42,250	31,993	10,257
<b>Secondary Market Area</b>	3,856	143,018	109,757	33,261
<b>Total</b>	4,529	185,268	141,750	43,518

Table 3 provides projected populations for the year 2010 for each of the counties that we serve. The projections are based on the growth rates between year 2000 and year 2005.

**Table 3: Year 2010 Population Projections**  
**Source: Missouri Department of Health and Senior Services**  
**Bureau of Health Informatics**

County	Total Population	Population Over 65
<b>Phelps</b>	43,206	6,472
<b>Crawford</b>	24,608	3,992
<b>Dent</b>	15,167	2,707
<b>Maries</b>	12,295	2,173
<b>Pulaski</b>	44,466	3,773
<b>Texas</b>	23,042	4,163
<b>Laclede</b>	36,400	5,463

**10. Describe any new capabilities that the new unit would provide.**

The new MRI scanner will replace the current inpatient / ED MRI scanner. It will provide all services performed on those patient populations. One of the most important capabilities this unit offers those populations is one of the fastest scan times of any new scanner on the market, by utilizing patented SENSE technology, a high-speed broadband reconstructor. This technology, together with the Freedom technology, enables some of the most advanced techniques possible and maximizes both patient comfort and efficiency.

**11. By what percent will this replacement increase patient charges?**

The acquisition of this scanner to replace the existing unit will not in itself result in increased charges to our patients.

# Divider IV



**Divider IV. Financial Feasibility Review Criteria & Standards:**

**1. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.**

Not Applicable – replacement of previously approved equipment #2946HS (7/00)

**2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three years beyond project completion date.**

Not Applicable – replacement of previously approved equipment #2946HS (7/00)

**3. Document how patient charges were derived.**

Not Applicable – replacement of previously approved equipment #2946HS (7/00)

**4. Document responsiveness to the needs of the medically indigent.**

Not Applicable – replacement of previously approved equipment #2946HS (7/00)

# Letters of Support

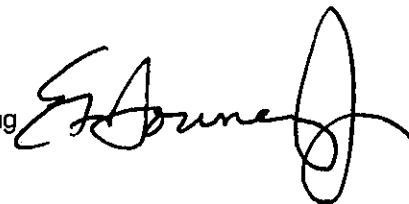




**Phelps County  
Regional Medical  
Center**

TO: Dennis Enloe, Radiology Director

FROM: Edward F. Downey Jr. D.O., Medical Director of Imaging



Subject: In-patient MRI

The present 1.5 Tesla MRI in the in-patient department is ten years old with significantly less functionality than the new 1.5 Philips MRI that is presently in the Outpatient Center. Given the fact that PCRM performs well over 3,000 MRI studies a year and the need for MRI on the Emergency Room and the in-patient aspect of the hospital practice necessitates (in my opinion) two scanners at this location, one scanner for the outpatient and one for inpatient/ER. With the ER and in-patient need for MRI that is faster, more robust, and giving better detail, I believe that it is essential that the in-patient MRI be upgraded to a level at least close to the quality of the MRI provided on outpatient service.

**Phelps County  
Regional Medical  
Center**


To Whom It May Concern:

I am a diagnostic radiologist at Phelps County Regional Medical Center. We currently operate a 1.5 Tesla MRI which is several years old. We perform a high volume of MRI cases. We have large community of general and subspecialty physician who rely on our MRI reads. A second MRI scanner in our department is essential to maintain fast and reliable service and quality reads to our referring clinicians.

In addition, newer MRI technology provides us with improved diagnostic capabilities and therefore better patient outcomes. For example, our current older MRI does not allow for diffusion weighted imaging on MRI of the brain. Diffusion weighted imaging provides for rapid and accurate diagnosis of acute stroke. This is essential for a regional medical center for quick and appropriate diagnosis and treatment of this potentially catastrophic event.

In addition, the number of requests for MRI of the breast is rapidly increasing and the technology and software to perform MRI guided breast biopsy is a now essential part of our practice and cannot be performed on our current scanner.

Sincerely,



Vijay Sekhon, M.D.